

RIDER NO. 1 (Revision 1)

The parties hereby agree to be bound to the terms contained in the Agreement between KONE Inc. and Savannah Airport Commission dated March 1, 2006 (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

1. Item 5.d: Lines #8-11: Delete "regardless of where...contractors or agents" and add, "to the extent caused by the negligent acts of Operator."
2. Item 5.f: Lines # 19-21: Delete "and shall stipulate...loss covered thereunder"
3. Add the following clarification, "Operator shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond Operator's control. Regardless of the type of delay, Operator shall not be liable for consequential damages."

ACCEPTED:

Savannah Airport Commission

KONE INC.

BY: 

TITLE: EXECUTIVE DIRECTOR

DATE: JUNE 1, 2006

BY: 

BRUCE NORDEN
VICE PRESIDENT

DATE: May 18, 2006_____

KONE CONTRACT # 40010943

1 STATE OF GEORGIA
2 COUNTY OF CHATHAM

3
4
5
6
7 AMENDMENT NUMBER TWO
8 TO SERVICE AND MAINTENANCE AGREEMENT
9 between
10 THE SAVANNAH AIRPORT COMMISSION
11 and
12 KONE, INC.
13
14

15 WHEREAS, on the 26th day of May, 2006, the SAVANNAH AIRPORT
16 COMMISSION, a public body corporate organized under the laws of the State of Georgia,
17 hereinafter called "Commission," entered into a certain Service and Maintenance Agreement
18 with KONE, INC., hereinafter referred to as "Operator," and
19

20 WHEREAS, the parties hereto amended said Agreement on February 21, 2008; and
21

22 WHEREAS, the parties hereto desire to further amend said Service & Maintenance
23 Agreement, effective April 1, 2009.
24

25 NOW, THEREFORE, in consideration of the covenants, agreements and conditions
26 herein contained, the aforesaid Service and Maintenance Agreement is amended as follows:
27

28 1. Paragraph 1., TERM, shall be deleted in its entirety and the following new Paragraph 1.,
29 TERM, shall be inserted in lieu thereof:

30 a. The initial Term of the Agreement shall have commenced on March 1, 2006, and
31 shall continue until March 31, 2014.

32 b. Automatic Renewal

33 Upon completion of the initial term specified above, this Agreement shall be
34 automatically renewed for additional one-year periods, unless thirty (30) days prior written
35 notice is given prior to the end of the initial Term or any renewals thereof.
36

1 **2. COVERED EQUIPMENT**

2 a. The equipment to be covered under this Service and Maintenance Agreement will
3 be Commission owned and operated elevators and escalators as follows:

4 (1) Prior Existing Equipment

5	<u>Location</u>	<u>Exhibit</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
6	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74833
7	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-98242
8	Level 1 Terminal	A	Passenger Elevator	Montgomery	CP-74837
9	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74834
10	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74835
11	Level 2 Terminal	B	Passenger Elevator	Montgomery	CP-74836
12	Air Cargo Building				
13	(Building #1224)	C	Passenger Elevator	Dover	EG-1864
14	Level 1 Terminal	D	Escalator	Kone	CE-74831
15	Level 1 Terminal	D	Escalator	Kone	CE-74832
16	Level 1 Terminal	D	Escalator	Kone	CEP-98221
17	Level 1 Terminal	D	Escalator	Kone	8014465

18
19 (2) Parking Deck

21	<u>Location</u>	<u>Exhibit</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
22	Level 1-4, Park Deck South	E	Passenger Elevator	Kone	20252425
23	Level 1-4, Park Deck South	E	Passenger Elevator	Kone	20252426
24	Level 1-4, Park Deck North	E	Passenger Elevator	Kone	20252423
25	Level 1-4, Park Deck North	E	Passenger Elevator	Kone	20252424
26	Level 1 Park Deck North	F	Escalator	Kone	36023783
27	Level 1 Park Deck North	F	Escalator	Kone	36023782
28	Level 1 Park Deck South	F	Escalator	Kone	36024124
29	Level 1 Park Deck South	F	Escalator	Kone	36024123
30	Level 2 Park Deck North	G	Escalator	Kone	36024104
31	Level 2 Park Deck North	G	Escalator	Kone	36024103
32	Level 2 Park Deck South	G	Escalator	Kone	36024121
33	Level 2 Park Deck South	G	Escalator	Kone	36024122
34	Level 3 Park Deck North	H	Escalator	Kone	36024105
35	Level 3 Park Deck North	H	Escalator	Kone	36024106
36	Level 3 Park Deck South	H	Escalator	Kone	36024120
37	Level 3 Park Deck South	H	Escalator	Kone	36024112

38
39 (3) Terminal Concourse Expansion

41	Level 1 Concourse	I	North Passenger Elevator	Schindler	C9568
42	Level 1 Concourse	I	Valet Bag Elevator	Schindler	C9570
43			(Gate 14)		
44	Level 1 Concourse	I	South Passenger Elevator	Schindler	C9573
45	Level 1 Concourse	I	Valet Bag Elevator	Schindler	C9571
46			(Gate 13)		

47
48 (4) Terminal Concourse Expansion – Inactive Units

49

1 (1) The right to ingress and egress to the Premises over Airport roadways,
 2 including common use roadways, driveways and public areas, subject to any rules or regulations
 3 which may have been established or shall be established in the future by the Commission. Such
 4 rights of ingress and egress shall apply to Operator's employees, guests, patrons, invitees,
 5 suppliers, and other authorized individuals.

6 (2) Operator shall have the right, subject to compliance with the security
 7 requirements herein, to obtain supplies or services from suppliers, vendors or contractors of its
 8 own choice at the Premises, provided that all contracts entered into by Operator for provision of
 9 labor services at the Premises shall require that labor engaged at the Premises must work in
 10 harmony with other elements of labor employed or to be employed at the Airport and that said
 11 labor will comply with Airport rules and regulations.

12
 13 3. Paragraph 4., FEES AND CHARGES, shall be deleted in its entirety and the following
 14 new Paragraph 4., FEES AND CHARGES, shall be inserted in lieu thereof:

15
 16 4. FEES AND CHARGES

17 In consideration of the services to be granted to Commission, the Operator shall be
 18 entitled as compensation therefore, the following fees and charges:

19 a. Montgomery elevators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
CP-74833	\$ 90.00	\$ 1,080.00	
CP-98242	\$ 90.00	\$ 1,080.00	
CP-74837	\$ 90.00	\$ 1,080.00	
CP-74834	\$ 90.00	\$ 1,080.00	
CP-74835	\$ 90.00	\$ 1,080.00	
CP-74836	\$ 90.00	\$ 1,080.00	
TOTAL:			\$ 6,480.00

28 b. Dover elevator with the following serial number:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
EG-1864	\$ 90.00	\$ 1,080.00	
TOTAL:			\$ 1,080.00

32 c. Kone escalators with the following serial numbers:

<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>	
CE-74831	\$ 325.00	\$ 3,900.00	
CE-74821	\$ 325.00	\$ 3,900.00	
CE-9822	\$ 325.00	\$ 3,900.00	
8014465	\$ 325.00	\$ 3,900.00	
TOTAL:			\$15,600.00

1 b. Commission reserves the right to delete or add equipment to this Agreement at
2 any time without formal amendment to same, provided that Commission provides Operator with
3 thirty (30) days' prior written notice, and provided that when adding equipment to this
4 Agreement, the service and maintenance fees are established in writing and are acceptable to
5 both parties. Effective on the date the equipment is deleted by the Commission, the service and
6 maintenance fees applicable to such equipment as provided herein will no longer be charged to
7 the Commission.

8
9 2. Paragraph 3., OBLIGATIONS OF OPERATOR, shall be deleted in its entirety and the
10 following new Paragraph 3., OBLIGATIONS OF OPERATOR, shall be inserted in lieu thereof:

11
12 3. **OBLIGATIONS OF OPERATOR**

13 a. Operator shall be required on a monthly basis to perform manufacturer's standard
14 preventive maintenance services, which covers the total elevator and escalator system including
15 all controllers and auxiliary equipment. Operator must furnish all labor and materials necessary
16 to provide full maintenance and repair services.

17 b. Any repairs required, regardless of the magnitude, will be covered under this
18 Agreement. The only repairs that will be excluded from the monthly maintenance/service fees as
19 described in Paragraph 4, Subparagraphs a, b, and c, of this Agreement are those repairs caused
20 by mechanical parts that cannot be physically or visibly inspected, such as underground piping,
21 etc. Control rooms, pits and door tracks shall be kept clean and free of oil or other debris. For
22 repairs outside of routine maintenance, Operator shall receive Commission approval prior to
23 proceeding with the repair.

24 c. Unless otherwise authorized by the Commission, all service and repairs will be
25 performed during normal working hours, which shall be defined as Monday through Friday, 8:00
26 a.m. - 5:00 p.m. Only those holidays recognized by the Savannah Airport Commission will be
27 considered as outside normal working hours.

28 d. Operator shall provide, without additional charge to Commission, adjustment
29 and/or repair callback service during normal working hours. Operator agrees that response time
30 will be less than two (2) hours for non-emergency situations and less than 30 minutes for
31 emergency situations, i.e., entrapment. Operator further agrees that Commission shall not be
32 required to pay overtime rates for callbacks on equipment that had been previously worked on
33 earlier that same day or a known problem that had been reported a minimum of two times within
34 the last two weeks.

35 e. On an annual basis, Operator will inspect and pressure test the two inactive

1 e. Kone escalators with the following serial numbers (commencing 10/15/2008):

2	<u>Serial Number</u>	<u>Monthly</u>	<u>Annually</u>
3	<u>36023783</u>	\$ 400.00	\$ 4,800.00
4	<u>36023782</u>	\$ 400.00	\$ 4,800.00
5	<u>36024124</u>	\$ 400.00	\$ 4,800.00
6	<u>36024123</u>	\$ 400.00	\$ 4,800.00
7	<u>36024104</u>	\$ 400.00	\$ 4,800.00
8	<u>36024103</u>	\$ 400.00	\$ 4,800.00
9	<u>36024121</u>	\$ 400.00	\$ 4,800.00
10	<u>36024122</u>	\$ 400.00	\$ 4,800.00
11	<u>36024105</u>	\$ 400.00	\$ 4,800.00
12	<u>36024106</u>	\$ 400.00	\$ 4,800.00
13	<u>36024120</u>	\$ 400.00	\$ 4,800.00
14	<u>36024112</u>	\$ 400.00	\$ 4,800.00
15	<i>TOTAL:</i>		\$ 57,600.00

16
17 f. Schindler elevators with the following serial numbers (commencing 2/01/2009)

19	C9568	\$ 145.00	\$ 1,740.00
20	C9570	\$ 145.00	\$ 1,740.00
21	C9571	\$ 145.00	\$ 1,740.00
22	C9573	\$ 145.00	\$ 1,740.00
23	<i>TOTAL:</i>		\$ 6,960.00

24
25 g. Schindler elevators on inactive status (annual fee)

26	C9569		\$ 700.00
27	C9572		\$ 700.00
28	<i>TOTAL:</i>		\$ <u>1,400.00</u>

29
30 **GRAND TOTAL:** \$ 105,920.00

31
32 f. Hourly Rate for Outside Normal Working Hours

33 For service or repairs authorized by Commission as outside normal working
34 hours, the hourly rate for one maintenance/service technician shall not exceed One Hundred
35 Forty-Seven (\$147.00) Dollars, and the hourly rate for one maintenance/service helper shall not
36 exceed One Hundred Twenty-four (\$124.00) Dollars.

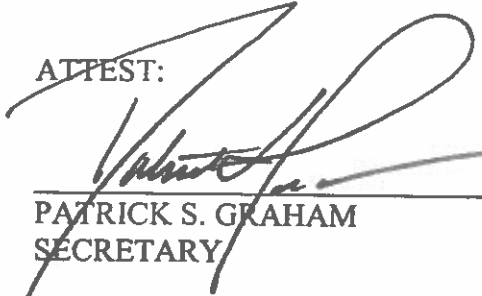
37 g. Rate Adjustment

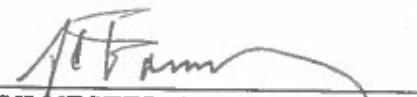
38 Commencing with the second year of the agreement (beginning April 1, 2010),
39 Operator may adjust the annual rates for increases in labor and materials at a maximum of five
40 (5%) percent increase per year.


41 h. Invoices must be submitted to Commission monthly in duplicate addressed to:

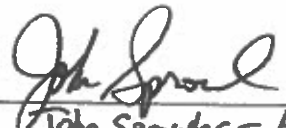
42 Savannah Airport Commission
43 Accounts Payable
44 400 Airways Avenue

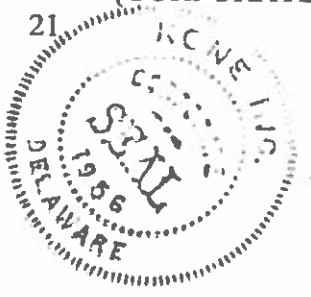
1 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly executed
2 by their proper officers thereunto authorized, and corporate seals affixed this 18th day of
3 March, 2009.

4
5 ATTEST:
6 
7 _____
8 PATRICK S. GRAHAM
9 SECRETARY
10
11 {CORPORATE SEAL}

SAVANNAH AIRPORT COMMISSION
BY: 
_____ SYLVESTER C. FORMEY
CHAIRMAN

12
13
14 ATTEST:
15
16 
17 _____
18 CORPORATE SECRETARY
19
20 {CORPORATE SEAL}

KONE, INC.
BY: 
_____ John Sprules - Account Representative
Printed Name and Title



AN INVITATION TO BID INSTRUCTIONS TO BID

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply the City of Savannah with equipment, supplies, and or services as listed above. All bids are governed by the Charter and Code of the City of Savannah.
- 1.2 **How to Prepare Bid Proposals:** All bid proposals shall be:
- (A) Prepared on the forms enclosed herewith, unless otherwise prescribed.
 - (B) Typewritten or completed with pen and ink, signed by the vendor or his authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.
- 1.3 **How to Submit Bid Proposals:** All bid proposals shall be:
- (A) Submitted in sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description listed above.
 - (B) Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before 1:30 P.M. on the date specified in the first paragraph of the above letter of invitation.
 - (a) Mailing Address: Purchasing Director, Post Office Box 1027, Savannah, Georgia 31402.
 - (b) Hand Delivery Address: Purchasing Director, 3rd Floor, City Hall, Bay & Bull Streets, Savannah, GA.
 - (c) Bids not received by the time and date specified in the first paragraph of the letter will not be opened .
- 1.4 **How to Submit an Objection:** Objections from bidders to the invitation to bid and/or these specifications should be brought to the attention of the City Purchasing Director in the following manner.
- (A) When a pre-bid conference is scheduled, bidders should either present their oral objection at that time or submit their written objections at least 2 days prior to the scheduled conference.
 - (B) When a pre-bid conference is not scheduled, the bidders should object in writing at least 5 days prior to the opening of the bids.
 - (C) Failure to object in accordance with the above procedure shall constitute a waiver on the part of the vendor to protest the solicitation.
- 1.5 **Failure to Bid:** If a bid is not submitted, bidder should return bid sheets, stating reason therefore, and indicate whether the business should be retained or removed from the City's mailing list. The outside of the envelope should clearly be marked " No Bid " .
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.
- 1.7 **Standards for Acceptance of Bid for Award Contract:** The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the interest of the City. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "contractor", "purchaser" or other party having a contract with the City in such capacity after a contract has been entered into

or between such party and the City.

- 1.9.1 **Compliance with laws:** The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 1.10 Bidders/Proposers certify that all equipment, services and or goods provided to the City of Savannah comply with the Department of Justice ADA Title III Regulations.
- 1.11 Bidder/Contractor certifies that the bidder is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.

GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Delivery Point:** Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Savannah address), and delivery cost and charges (if any) will be included in bid price.
- 2.3 **Cash Discounts (Terms):** Unless otherwise specified, prompt payment cash discounts will be considered in determining cost. A minimum of ten (10) working days must be allowed for an offered prompt payment discount in order to be considered in making an award.
- 2.4 **Delivery Time:** When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date. In some instances, the City may specify an outside delivery date.
- 2.5 **Preparation For Delivery:**
- (A) **Packing** - Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the vendor's responsibility to determine that packing is done as adequate to assure that all the materials shall arrive at destination in an undamaged condition ready for its intended use.
 - (B) **Marking** - All packages shall be identified with the City of Savannah purchase order number and the using Department. Sealed packing lists must be affixed to all cartons showing its content.
 - (C) **Shipping** - The vendor shall follow shipping instructions as stated on the purchase order or contract.
- 2.6 **Multiple Bids:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-Bid Conference or submitted in writing at least five (5) days preceding bid opening date.
- 2.7 **Bids For All Or Part:** Unless otherwise specified by the City or by the bidder, THE CITY OF

SAVANNAH RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF THE CITY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.

2.8

Warranties for Usage: Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, **THE QUANTITIES OF USAGE SHOWN ARE ESTIMATED ONLY.** No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.

2.9

Prices to be Firm: Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from opening date.

2.10

Description of Materials: Proposals for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.

2.11

Completeness: All information required by Invitation to Bid must be completed and submitted to constitute a proper bid.

2.12

Quality: All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

2.13

Acceptance of Material: The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the City. **IN THE EVENT THAT THE MATERIAL AND/OR SERVICES SUPPLIED TO THE CITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.**

2.14

Plant and Facility Inspections: The Purchasing Department may require the vendor to make his plant and facilities available for inspection; or may require additional information concerning the vendor's ability to perform compliant with the requirements of this specification. Failure to comply with this requirement may cause rejection of the bid package.

2.15

Guarantee: Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operation of City business.

2.16

Manufacture or Dealer Advertisement: No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City of Savannah.

2.17

Brand Name: If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs or model numbers are stated, they are for the purpose of establishing a grade or quality of material.

2.18

"OR EQUAL" Interpretation: It is the vendor's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified.

On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which he is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the vendor has any questions relative to whether his product is equal to the grade or quality of the product specified, he should resolve this

issue at the pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the vendor should contact the Purchasing Director and resolve the issue prior to submission of bid.

NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.

2.19 **Certified Test Report:** Each bidder shall provide a copy of a certified test report prior to or with their sealed bids when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services if so chooses to perform.

2.20 **Samples and Demonstrations:** Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the bidder at the bidders' expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

2.21 **Liability:** Where bidders are required to enter or go onto City of Savannah property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City occasioned by negligence of the bidder or his agent or any person the bidder has designated in the completion of his contract as a result of his bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Director prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract.

2.22 **Default Provision:** The contract may be canceled or annulled by the City of Savannah in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and, the defaulting Contractor (or his surety) shall be liable to the City of Savannah for costs to the City in excess of the defaulted contract prices. The Contractor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.

2.23 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City of supplies furnished or construction work performed hereunder.

2.24 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- (4) No agent or employee of the City of Savannah has been bribed in connection with this bid solicitation.

- 2.25 **Award of Contract:** The contract, if awarded, will be awarded to the most responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination.
- 2.26 **Local Vendor Preference:** The City of Savannah has a local vendor preference policy which allows the lowest local bidder, (defined as within the incorporated City limits), within 1% or \$10,000, whichever is less, of the lowest non-local bidder, to match the bid submitted by the non-local bidder and therefore be awarded the contract.
- 2.27 **Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Bidders are required to make "Good Faith Efforts" to subcontract, where applicable, with or purchase supplies from MWBEs. The bidder shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.
- The bidder shall also submit the attached notice of non-discrimination with their bid.
- 2.28 **Qualified Vendor:** A "Qualified Vendor" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.
- 2.29 **Compliance With Specifications - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of this proposal and by reference are made a part hereof.
- 2.30 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Mayor and Alderman of the City of Savannah, the City Manager or his designee. In case of a default on the part of the bidder after such acceptance, the City of Savannah may take such actions as it deems appropriate including legal action for damages or specific performance.
- 2.31 **Notice to Proceed:** The successful bidder shall not commence work under this invitation to bid until duly notified by receipt of contract signed as executed by the City Manager or the Purchasing Director. If the successful bidder does commence any work prior to receiving official notification, he does so at his own risk.

SPECIAL CONDITIONS

- 3.1 **Price Change:** Preference shall be given to the bidder submitting the lowest and best firm price as his bid. Should it be found that due to unusual market conditions it is in the best interest of the City to accept a price with an escalation clause, the following shall apply:

Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.

Cost data to support any proposed increase must be submitted to the Purchasing Director no less than 30 days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating price in effect at time of shipment will be considered invalid.

3.2 **Bonds: (Check where applicable)**

- (A) Each bidder shall post a **bid bond, certified check or money order** made payable to the City in the amount of ___ % of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.
- (B) No bond, certified check, or U.S. Money Order is required.
- (C) Bidder shall post a **payment / performance bond, certified check or money order** payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- (D) Bidder shall post a **performance bond, certified check or money order** in the amount of ___ % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond.

3.3 **City License Requirement: Contractor must be licensed in the State of Georgia by government entity for which he does the majority of his business.**

3.4 **Warranty Requirements: (Check where applicable)**

- (A) Provisions of item 2.12 in regards to quality shall apply.
- (B) Warranty required.
- (a) Standard Warranty shall be offered with bid.
- (b) Extended Warranty shall be offered with bid.

3.5 **Terms of Contract: (Check where applicable)**

- (A) Annual Contract
- (B) One time Purchase.
- (C) Other

**Specification
Number**

Description:

4.0 The purpose of these specifications is to describe the elevator/escalator servicing requirements for the Savannah Airport Commission owned elevators and escalators.

4.1 **Specific Specifications:**

The Commission owns and operates elevators and escalators as follows:

<u>Location</u>	<u>Type</u>	<u>Manufacturers</u>	<u>Serial No.</u>
Level 1-Terminal	Passenger Elev.	Montgomery	Cp-74833
Level 1-Terminal	Passenger Elev.	Montgomery	Cp-98242
Level 1-Terminal	Passenger Elev.	Montgomery	Cp-74837
Level 2-Terminal	Passenger Elev.	Montgomery	Cp-74834
Level 2-Terminal	Passenger Elev.	Montgomery	Cp-74835
Level 2-Terminal	Passenger Elev.	Montgomery	Cp-74836
Building 1224	Passenger Elev.	Dover	EG1864
Level 1-Terminal	Escalator	Kone	CE-74831
Level 1 Terminal	Escalator	Kone	CE-74821
Level 1 Terminal	Escalator	Kone	CEP-98221
Level 1 Terminal	Escalator	Kone	8014465

4.2 On a monthly basis, the contractor will perform industry standard preventive maintenance services. These services should cover the total elevator and escalator system, including all controllers and auxiliary equipment. An outline of the services performed must be submitted with each bid to ensure comparable services are being received. These services will be performed during normal working hours. Control rooms, pits and door tracks should be clean and free of oil or other debris.

4.3 Contractor must furnish all labor and materials necessary to provide full maintenance and repair services. Any repairs required, regardless of the magnitude, will be covered under this contract. The only repairs not covered by the monthly maintenance fee are those repairs caused by mechanical parts that cannot be physically or visibly inspected, such as underground piping, etc.

4.4 For repair work done outside normal working hours each bidder must submit an hourly rate. The hourly rate should be one lump sum including any helpers, overtime requirements and any tools and/or equipment needed. Only Savannah Airport Commission recognized holidays will be paid as overtime.

4.5 For repairs outside of routine maintenance, the contractor should receive approval prior before proceeding with the repair.

4.6 The contractor, without additional charge to the Commission shall provide adjustment and/or repair call back service during normal working hours (Monday through Friday, 8:00am-5:00 pm.) Response time should be less than 2 hours for non-emergency situations and less than 30 minutes for emergency situations, i.e. entrapment. The Commission will not pay overtime rates for call backs on equipment that had been previously worked on earlier that same day or a known problem that had been reported a minimum of two times within the last two weeks.

4.7 Technicians will be required to communicate with Commission Staff for the

party being cited for violating the following Airport Regulations:

a) The Transportation Security Administration Act 2002, 49 USC, 67 FR 8355, gives the Transportation Security Administration (TSA) authority to place a fine on any airport found to be in breach of security requirement.

b) The Contractor shall reimburse the Airport Commission for the full amount of any fines placed on the Airport Commission due to negligence on the part of the Contractor. Fines may be placed on the Airport Commission for such things as security gates being unlocked, terminal doors not secure, fences torn down, and Air Operations Area not being properly secured. These are only examples of items causing fines and not limitations. There could be other related items.

5.2.1 It is the Contractor's responsibility to prevent any breach of security within his area of construction or any route of entry to area of construction.

5.2.2 **Security Clearances-** All personnel having unescorted access to any security restricted area shall wear valid Savannah International Airport Identification badges so they are visible on their outer garments in such areas at all times to permit ready recognition by Airport Public Safety Officers. Contractors' employees may be issued any one of the below listed Security Identification, etc. badge. The color of the badge signifies the area on the airport where the badge holder may operate.

a) The Airport Identification Badges are issued to approved personnel in several colors:

1. Purple- Issued to personnel requiring unlimited access inside the SIDA.

2. Green- Issued to contractors working in the 1542.203 area who need access to the runways and taxiways in order to perform their required duties. Persons with green badges may NOT enter the SIDA without airport approved escorts.

may

b) Yellow- Issued to contractors working in the 1542.203 area who do not need access to the runways and taxiways in order to perform their required duties. Persons with yellow badges may NOT enter the SIDA, runways and taxiways without airport approved escorts.

c) Red- Issued to contractors working in the 1542.203 area who do not need access to the runways or taxiways to perform their required duties. Persons with red badges may NOT enter the SIDA, runways or taxiways and their safety zones without airport approved escorts.

d) White- Issued to general aviation and tenants who require incidental access to the 1542.203 areas in the Southeast Quadrant of the Airport. Persons with white badges may NOT enter the SIDA, runways or taxiways and their safety zones without Airport approved escorts, unless they are piloting an aircraft.

5.2.3 Effective December 6, 2003, the TSA requires anyone requesting unescorted Access to the SIDA shall be fingerprinted, a background check performed, and results returned prior to ID badge being issued. **No exceptions.** This process takes 2- 3 weeks. Anyone applying for badges shall submit application as soon as possible to ensure fingerprints/ criminal history records are returned prior to start of project.

- 5.2.4 The cost for processing is \$29.00 per person. Everyone receiving a purple ID badge must be fingerprinted.
- 5.2.5 Identification badges must be controlled at all times. When badges expire, the Contractor is responsible for returning identification badges to the Airport Public Safety Department. Before a new badge is issued to any person, their expired or valid badge must be returned to the Airport Public Safety Department.
- 5.2.6 A fee of \$7.50 (without reader), \$15.00 (with reader), payable in advance, is charged on each badge issued. Each Contractor and subcontractor shall make cash deposit of \$100.00 prior to receiving any badges. This deposit is refundable providing all badges have been returned. For each badge not returned by the Contractor or subcontractor, \$100.00 will be deducted from any monies due the Contractor. All costs, i.e ID Badges, fingerprint requirements, and deposit (s) shall be paid in advance.
- 5.2.7 The Contractor shall be required to comply with the Transportation Security Administration Amendment to Part 1542.209 prior to commencing work. All personnel hired after December 6, 2002, who have unescorted access to any area on the airport controlled for security reasons shall have background checks to the extent allowable by law, including at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee/applicant relative to employment in the preceding ten (10) years. If there are significant periods of unaccountable time, the background period is extended to ten years if the Contractor is to work in the SIDA. The Contractor shall certify to the Commission by using SAC Form 513 that such checks were conducted and are on file in the Contractor's office for inspection by the Transportation Security Administration (TSA) or Savannah Airport Commission representative.
- 5.2.8 The Contractor shall provide the Savannah Airport Commission a list of all Employees having access to the Air Operations Area on SAC Form 513.
- 5.2.9 SAC Form 513 shall be used by the Contractor whenever applying for the identification badges. Only the Contractor or representative, who shall be designated in writing, shall sign SAC Form 513.
- 5.2.10 All badge requests and background forms shall be turned in forty-eight (48) hours in advance. Once approved, all badge holders shall attend SIDA Contractor's badge and/or airfield drivers training classes.
- 5.2.11 Any person found within any security-restricted area without proper identification shall be in violation of Federal law and the Airport Rules and Regulations. All such persons shall be escorted off the Air Operations Area and may be cited by the Airport Public Safety Department. In addition, the person may have their identification badge revoked.
- 5.2.12 Any delay in construction of project due to violations of Federal or Airport Regulations shall be absorbed by the Contractor and not the Airport Commission.
- 5.3 Contacts for all locations are:
Randy Simons (912) 964-0514 Ext. 3379
Bob Jensen (912) 964-0514

6.0 Other Conditions:

6.1 Insurance Requirements: The Contractor does hereby covenant and agree to Indemnify and save harmless the Savannah Airport Commission, its members and staff, from all fines, suits, claims, demands and actions of any kind and nature based upon or arising out of any or all of the operations to be performed by Contractor hereunder and as provided under item 2.21.

6.1.2 Contractor shall maintain with insurance underwriters satisfactory to the Savannah Airport Commission a standard form policy or policies of insurance in the following amounts:

6.1.3 Comprehensive General Liability-

- \$500,000- General Aggregate Limit
- \$500,000- Products-Completed Operations Aggregate Limit
- \$500,000- Personal and Advertising Injury Limit
- \$500,000- Each Occurrence Limit
- \$500,000- Fire Damage Limit
- \$5,000- Medical Expense Limit (Any One Person)

6.1.4 Commercial Catastrophe (Umbrella) Liability- Shall be written for the following limits:

- \$500,000- Each Occurrence fro Bodily Injury and Property Damage
- \$500,000- Annual Aggregate

6.1.5 OCP- Owner's and Contractor's Protective Liability- Shall be Written for the following limits:

- \$500,000- Each occurrence for Bodily Injury and Property Damage
- \$500,000- Annual Aggregate

6.1.6 Comprehensive Automobile Liability- Shall be written for all wned vehicles, non-Ownership liability and hired vehicles and shall be written for the following limits:

- \$500,000- Each occurrence for Bodily Injury and Property amage.

6.1.7 It is understood that the specified amounts of insurance in no way limit the liability of the contractor, and that contractor shall carry insurance in such amounts so as to indemnify and save harmless the Savannah Airport Commission ,its members and staff, from all claims and suits, demands and actions. Contractor shall furnish a certificate from the Insurance carrier or carriers showing such insurance full force contract.

6.1.8 The contractor shall secure and maintain during the term of this contract, Workmen's Compensation for all of their employees connected with the work on this bid. Such insurance shall comply with the Georgia Workmen's Compensation law.

6.1.9 Proof of coverage must be provided within ten days of the Commission's request.

6.1.10 A minimum of thirty days prior to cancellation notice shall be given to the Savannah Airport Commission, in writing, prior To cancellation by insurance carrier.

6.2 Basis of Award: Award will be made to the vendor or vendors who meets or exceeds the Specifications and who offers the lowest net price to the

Commission.

- 6.3 The Commission reserves the right to renew this contract for up to two additional twelve month period upon the mutual consent of both parties.
- 6.4 The Commission reserves the right to split this contract if deemed advantageous to the Commission.
- 6.5 The Exception Sheet, Bid Proposal Pages, Non-Discrimination Statement, Proposed Schedule of M/WBE Participation and Qualification of Bidders forms of the bid packet proposal must be completed and returned in their entirety in order to constitute complete bid.
- 6.6 Invoices must be submitted in duplicate to:

Savannah Airport Commission
Accounts Payable
400 Airways Avenue
Savannah, Ga. 31408
- 6.7 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation.

EXCEPTION SHEET

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

8/22/05
Date


Signature John Long

KONE Inc
Company

Account Executive
Title