

Panama City Bay County Airport and Industrial District
 6300 West Bay Parkway Box A
 Panama City, Florida 32409

Telephone (850) 636-8950 Fax (850) 785-5674

PO Number 16866

Purchase Order
 MSDS Required

DRAFT

Vendor Name and Address

Delivery Instructions

Schindler Elevator Corporation	Northwest Florida Beaches International Airport	Tax Exempt
2721 6th Avenue South		Certificate Number
Birmingham, AL 35233-3406		85-8012646249C-9
Casey Sutton (973) 634-1759	Panama City, Florida 32409	

Location or Project Code	Work Performed	Expense Account Number	Description	Quantity	Unit Price	Total
/	/		Escalator Step Chain Replacement per estimate	3 LS		\$ 148,890.00
/	/		#CSUN-BXVRBT (2020.4.1)			
/	/					
/	/					
/	/					
/	/					
/	/					
/	/		Airport Board Approved 06/30/2021			
Sub Total						\$ 148,890.00
S & H						
Total						\$ 148,890.00

Price Quotation Summary for Purchases Over \$500.00

Amount	Vendor
	Sole Source

*** Attach written quotation or bid as required ***

Requested By:	Signature	Date
Received:	<i>[Signature]</i>	
Approval:	<i>[Signature]</i>	7/22/21

Schindler Elevator Corporation
2721 6th Avenue South
Birmingham, AL 35233-3406
Phone:
Fax:

UPGRADE ORDER AGREEMENT

Date: 02/04/2021 Estimate Number: CSUN-BXVVRT (2020.4.1)

To: N. W. Florida Beaches Int'l Ai (MI)
Panama City, FL 32409
Customer: N. W. Florida Beaches Int'l Ai (MI)
Panama City, FL 32409

Attn: Larry Hightower

Schindler hereby proposes to furnish and install the following with respect to the equipment located at the above building:

This proposal includes the time and material to change the step chains on (3) escalators and perform a clean down of each unit.

Step Chains - ESC 1 - GO E9275 - 64 Steps

Step Chains - ESC 2 - GO E9276 - 64 Steps

Step Chains - ESC 3 - GO E9277 - 55 Steps

Clean Down - ESC 1

Clean Down - ESC 2

Clean Down - ESC 3

Price: \$148,890.00, plus applicable taxes. (Quotations valid for 60 days; price based upon work during regular working hours of regular working days.)

*Financing available (see below)

Payment: 50% of the price is due upon acceptance of this proposal; 40% of the price is due as work progresses within 30 days of invoice; Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received. Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses and costs of collection.

Available Financing: Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax. The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entities' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.


Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.

The attached terms and conditions are incorporated herein by reference. Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted: 

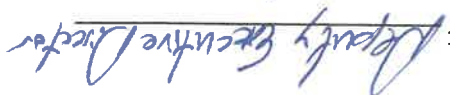
By: Casey Sutton

By: 

For: Schindler Elevator Corporation

For: N. W. Florida Beaches Int'l AI (MI)

Title: Branch Manager

Title:  Deputy Executive Director

Date: 2/4/2021

Date: 7/22/2021

Approved:

By: KB Bailey

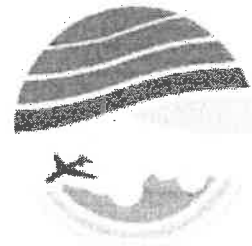
Title: General Manager

Date:

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.
2. No work, service materials or equipment other than as specified hereunder is included or intended.
3. Purchaser retains its normal responsibilities as Owner of the equipment which is subject of this Agreement.
4. Schindler will not be liable for damages of any kind, in excess of the Price of this Agreement, nor in any event for special, indirect, consequential or liquidated damages.
5. Any cutting and patching is by others and not included in this work.
6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. Our duty under this warranty is to correct nonconformance or defect at our expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct fault of Schindler.
9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release representatives and agents from and against all claims, liabilities, losses, injuries, death, damages, fines, penalties, payments, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to the Work performed by Schindler under this Agreement.
- INSURANCE:** At a minimum, Customer shall provide to Schindler, insurance coverages as set forth within, and a certificate of insurance evidencing such coverage: Comprehensive General Liability (including Products Liability, Completed Operations, Broad Form Property damage, and Blanket Contractual Liability) in the amounts of \$2M per occurrence, \$5M aggregate, Schindler Holding, Ltd., Schindler Elevator Corporation, and Schindler Enterprises, Inc. shall be named as additional insureds on the above referenced policies, pursuant to ISO Form CG 2010 1/85, and shall appear as such on the Certificate of Insurance. Insurance shall provide a waiver of subrogation in favor of the deductible / retention is the responsibility of the Named Insured.
10. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/access/object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
11. In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax exempt status, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT



DESCRIPTION OF INTENDED SINGLE SOURCE PURCHASE

TITLE: Elevator/Escalator extended warranty agreement at the Northwest Florida Beaches International Airport.

CONTACT

Name: Richard A. McConnell

Address: 6300 West Bay Parkway, Suite A, Panama City, FL 32407

Telephone: 850-636-8950

Email: rmcconnell@pcaairport.com

Date posted: 7/14/2021 Time posted: 8:00 a.m.

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with Section 287.057(3), Florida Statutes, and will remain posted for a period of at least 7 business days.

Commodity or Contractual Service Required:

The Northwest Florida Beaches International Airport owns and operates a passenger terminal building at the airport. The terminal building has three (3) Schindler escalators and ten (10) Schindler elevators. These escalators and elevators have been in continuous service since 2010. The Airport has maintained an extended manufacturer warranty agreement with Schindler since 2011. Under the extended warranty agreement Schindler will, at Schindler's expense, correct any defects and workmanship and materials occurring for 5 years provided the warranty agreement is extended.

Performance and/or Design Requirements (e.g. intended use, function or application, compatibility, requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

In order to maintain manufacturer warranty on the Airport's elevators and escalators, the Extended Warranty Agreement with Schindler Elevator Corporation must be continued.

Intended Single Source:

Schindler Elevator Corporation, 2721 6th Avenue South, Birmingham, AL 35233

Estimated Dollar Amount:

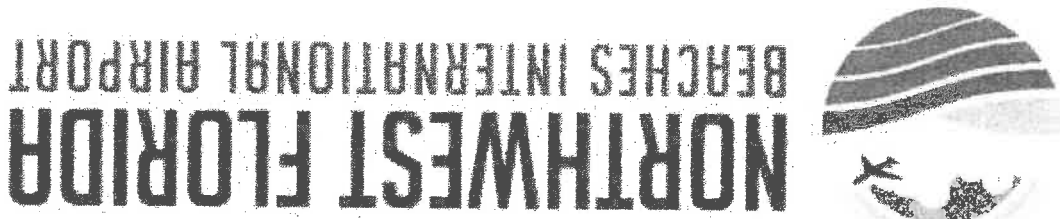
\$2,880,000 per month with provisions for adjustments contained within the Extended Warranty Agreement

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

Only Schindler Elevator Corporation can offer an Extended Manufacturer Warranty agreement for Schindler elevators and escalators located at Northwest Florida Beaches International Airport.

This is not a request for competitive bids; however, the Northwest Florida Beaches International Airport will consider responses from all prospective vendors received by July 21, 2021. Responses must be supported with clear and convincing evidence of a prospective vendor's ability to provide the commodities or contractual services described by this notice with the proper specifications and compatible with current, existing equipment. It is not the intent to replace the escalators and elevators currently in place. Any responses received will be considered for the purpose of determining whether to conduct a competitive procurement in lieu of the single source purchase described in this notice, and such determination shall be made sole discretion of the Northwest Florida Beaches International Airport.

If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Northwest Florida Beaches International Airport shall provide notice on www.flybeaches.com of its intended decision to enter a single-source purchase contract and vendors will have seventy-two (72) hours to request in writing an appeal of that intended decision.



NOTICE OF INTENDED DECISION TO ENTER INTO A SINGLE SOURCE CONTRACT

This Notice of Intended Decision to Enter into a Single Source Contract is posted in accordance with Section 287.057(3), Florida Statutes.

TITLE: Escalator Step Chain replacement at the Northwest Florida Beaches International Airport.

CONTACT

Name: Richard A. McConnell

Address: 6300 West Bay Parkway, Suite A, Panama City, FL 32409

Telephone: 850-636-8950

Email: rmcconnell@ncaairport.com

Date posted: 6/04/2021 Time posted: 8:00 a.m.

Commodity or Contractual Service Required:

The Northwest Florida Beaches International Airport owns and operates a passenger terminal building at the airport. The terminal building has three Schindler escalators. These three escalators have been in continuous service since 2010. The Airport is procuring a manufacture-recommended replacement/overhaul of the step chains associated with each of the escalators.

Performance and/or Design Requirements (e.g. intended use, function or application, compatibility, requirements; reference to policy, rule, statute or other act of the Legislature, etc., as appropriate):

In order to maintain manufacture warranty replacement and overhaul of escalators must be performed by manufacture authorized personnel utilizing manufacturer parts.

Intended Single Source:

Schindler Elevator Corporation, 2721 6th Avenue South, Birmingham, AL 35233

Estimated Dollar Amount:

\$148,890.00

Justification for single source acquisition (what is necessary and unique about the product, service or source; steps taken to confirm unavailability of competition, as appropriate):

Only Schindler replacement stair chains may be installed on existing Schindler escalators at the airport so as to continue and maintain manufacturer warranty on the escalators. Overhaul work and labor must be performed by manufacturer approved personnel.

Failure to file a written protest within seventy-two (72) hours shall constitute a waiver of any right to appeal this decision.