



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Sole Source Justification Form (Use for Purchases(s) in excess of \$2,500)

Per City of Hollywood Ordinance § 38.40 (C) (3) 'sole source' purchases are exempt from the competitive bid and competitive proposal requirements. *Sole-source supplies and services, such as unique, patented, or franchised supplies or services, are exempt if the Director of Procurement Services determines, after a good faith review of available sources, that a particular supply or service is available from only one source.*

Date 09/22/2015

Department/Office Public Utilities

Division/Area ICE/4041

Contact Person Juan Reyes

Title ICE Manager

Phone (954) 921-3288

Email jreyes@hollywood.org

1. Requested Vendor ASCO Serveices, Inc

Vendor Number 15297

Address 155 E Wildmere Avenue, Longwood FL 32750

Contact Person Benjamin Wood

Title Account Representative

Phone 727 415-3785

Email benjamin.wood@emerson.com

2. Product/Service being requested (be specific). Modification of ASCO Synchronizing Control Systems (ATS) in the Southern Regional Wastewater Treatment Plant.

3. Detailed description of the product/service function and purpose. ASCO Synchronizing Control System automatically start, synchronized and parallel (4) 1600KW diesel engine generators in the North Service Center and (3) 750KW diesel engine generators in the South Service Center. Power is transfer through an automatic sequence in momentary open transition mode upon loss of utility power. This proposal is to retrofit/replace electronic components in the Synchronizing Control System Panels. Most electronic components inside these panels are now obsolete and malfunctioning. ASCO Services will provide new electronic components. Also, they will install, modify, program, test, and certified all new electronics components. The ASCO Synchronizing Control System is critical for the secure and reliable operation of the Southern Regional Wastewater Treatment Plant.

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO
(As Applicable)

(Revised 9/2013)

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor.

Due to the complexity of the ASCO Synchronizing Control System and the risk involved in transferring and paralleling high current power at 4,160 Volts, this work must be performed by ASCO factory trained specialists that are well aware of the complication with this type of systems. ASCO Services Technicians are factory authorized to perform this type of modifications. No other vendor is authorized by ASCO to modify this system.

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function.

Product was serched on the Internet and ASCO Services Inc. is the sole provider of the services for the state of Florida.

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☐ Vendor is the sole provider of the product/service that has unique characteristics essential to the needs which no other product is capable.

☐ Product is replacing existing product and necessary to maintain warranty or service contract.

☐ Product is replacing existing product and is not interchangeable with any other product.

7. Total cost of the requested product/service? 586,063.00

8. Total estimated annual (fiscal year) cost of requested product/service? 586,063.00

Account Number(s) 42.4000.85309.536.006301

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.)

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

Will this require matching funds? ☐ Yes ☐ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____


Company Name(s) Searched

Search Results


REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

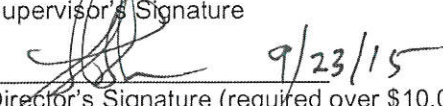
I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.


Contact Person's Signature


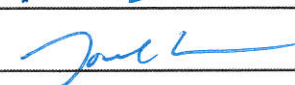

Date


Supervisor's Signature

Date

 9/23/15
Director's Signature (required over \$10,000)

Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	10/21/15
Approved By:		Date	10-29-15

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)



Notice of Intent to Award a Sole Source Procurement

Date: October 22, 2015

NTSS-005-16

Due Date for Comments: October 28, 2015

E-mail Address: rlowery@hollywoodfl.org

Fax Number: 954-921-3086

THIS IS NOT A COMPETITIVE BID

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

The Procurement Services Division has received a request to make the following sole-source procurement:

Requesting Department/Office: Public Utilities

Product and/or services to be purchased: ASCO Synchronizing Control System designed to automatically start, synchronize and parallel (4) 1600KW diesel engine generator sets upon initiation of an automatic sequence with the utility source in momentary open transition mode. System is rated at 4160VAC, 60Hz, 3-phase, 3-wire: See quote.

Anticipated Cost: \$586,063.00

Sole Source Justification: ASCO Services, Inc is the only factory authorized full service maintenance provider for ASCO Power Technologies, emergency power transfer system products in the state of Florida.

Action To Be Taken:

No action is required if you agree this proposed purchase is a valid sole-source. If you do not agree that this proposed purchase is a sole-source, you may respond by submitting in writing their name, address, point-of-contact, telephone number, email, and a statement regarding capability to provide the specified procurement. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within five (5) business days after the date of publication of this synopsis will be reviewed by the City.

All responses must be in writing and returned to ATTN: Robert Lowery, by Email prior to the "Due Date for Comments." Please do not submit a bid for this public posting.

September 18, 2015

Proposal # 8825528

Juan Reyes
City Of Hollywood
1621 North 14Th Avenue
Wastewater Treatment Plant - North
and South Electrical Systems
Hollywood, FL 33019

Juan:

ASCO Services Inc. is pleased at the opportunity to offer the following proposal for upgrading your existing power equipment. Our quotation consists of the following Items for both North and South Electrical Services Centers at the City of Hollywood:

Quantity	Item # (Description)	Unit Price	Extended Price
1	AUTOMATIC TRANSFER SWITCHES MODIFICATION (DETAILS BELOW) Providing following items for an existing ASCO job (SO #20568):	\$252,858.00	\$252,858.00

1.1. ASCO Synchronizing Control System designed to automatically start, synchronize and parallel (4) 1600KW diesel engine generator sets upon initiation of an automatic sequence with the utility source in momentary open transition mode. System is rated at 4160VAC, 60Hz, 3-phase, 3-wire and will consist of the following:

New internal control panels (Supplied loose) for existing master control section - (Qty. 1 required) to include following:

Single Programmable Logic Controller (PLC) - GE, RX3i

Synchronizing check relay (Device 25-Basler BE3)

Bus over/under frequency relay (Device 81O/U - Crompton)

Under/over voltage relay (Device 27/59 - Crompton)

Load demand control logic

Bus optimization control logic

NOTE - CT's and Bus PT's will remain as existing and be reused

System test switch located behind locked doors

Solid state DC control power selector system

DC - DC Converter

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing dual generator control sections - (Qty. 2 required) EACH to include following:

2-Digital Synchronizer Loading Controllers (DSL-2) - Woodward to include following: - 1 per generator

Active Synchronizer (Device 25)

VAR/PF Control

Reverse power relay (Device 32)

2-Single Programmable Logic Controllers (PLC) - GE, Versamax type - 1 per generator

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing ATS sections - (Qty. 2 required) EACH to include following:

(Lot) Versamax I/O's with power supply, CPU

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

1.2. Standalone Items:

(Qty-1) Remotely located, 24" master operator interface terminal (OIT) in a wall mounted NEMA1 enclosure with UPS.

1.3. Miscellaneous Items:

" None

1	AUTOMATIC TRANSFER SWITCHES MODIFICATION(DETAILS BELOW)	\$48,267.00	\$48,267.00
	THIS PRICING IS FOR TECHNICIAN LABOR. WE ARE FACTORING ABOUT 2 WEEKS WORTH OF WORK FOR THIS MODIFICATION TO BE COMPLETE. ALL PRICING IS BASED ON ESSN CONTRACT PRICING OF \$117 PER HOUR BETWEEN 8AM-4PM AND \$175 PER HOUR FROM 4PM-8AM.		

1	AUTOMATIC TRANSFER SWITCHES MODIFICATION(DETAILS BELOW)	\$234,227.00	\$234,227.00
	Providing following items for an existing ASCO job (#5503P):		

1.1. ASCO Synchronizing Control System designed to automatically start, synchronize and parallel (3) 750KW diesel engine generator sets upon initiation of an automatic sequence with the utility source in momentary open transition mode. System is rated at 4160VAC, 60Hz, 3-phase, 3-wire and will consist of the following:

New internal control panels (Supplied loose) for existing master control section - (Qty. 1 required) to include following:

Single Programmable Logic Controller (PLC) - GE, RX3i

Synchronizing check relay (Device 25-Basler BE3)

Bus over/under frequency relay (Device 81O/U - Crompton)

Under/over voltage relay (Device 27/59 - Crompton)

Load demand control logic

Bus optimization control logic

NOTE - CT's and Bus PT's will remain as existing and be reused

System test switch located behind locked doors

Solid state DC control power selector system

DC - DC Converter

Master Synchronizer Loading Controller - Woodward MSLC-2 - For Tie

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing generator control/circuit breaker sections - (Qty. 3 required)
EACH to include following:

Digital Synchronizer Loading Controller (DSL-2) - Woodward to include following:

Active Synchronizer (Device 25)

VAR/PF Control

Reverse power relay (Device 32)

Single Programmable Logic Controller (PLC) - GE, Versamax type

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

New internal control panels (Supplied loose) for existing utility control/circuit breaker sections - (Qty. 2 required)
EACH to include following:

(Lot) Versamax I/O's with power supply, CPU

Miscellaneous components: (terminal blocks, control wiring, control relays, control fuses, Vicor, etc.)

1.2. Standalone Items:

(Qty-1) Remotely located, 24" master operator interface terminal (OIT) in a wall mounted NEMA1 enclosure with UPS.

1.3. Miscellaneous Items:

" None

1	AUTOMATIC TRANSFER SWITCHES MODIFICATION (DETAILS BELOW)	\$50,711.00	\$50,711.00
	THIS PRICING IS FOR TECHNICIAN LABOR. WE ARE FACTORING ABOUT 2 to 3 WEEKS WORTH OF WORK FOR THIS MODIFICATION TO BE COMPLETE. ALL PRICING IS BASED ON ESSN CONTRACT PRICING OF \$117 PER HOUR BETWEEN 8AM-4PM AND \$175 PER HOUR FROM 4PM-8AM.		

Total Price: \$586,063.00

If I can provide you with additional information, or you need to discuss this proposal, please contact me at (727)415-3785.

Sincerely,

Benjamin Wood
Account Representative
ASCO Services, Inc.
155 E Wildmere Avenue, Longwood, FL 32750

Phone: (727)415-3785

Fax: (813)425-6349

E-mail: Benjamin.Wood@emerson.com

Project Timeframe

It is anticipated that the work scope for this project will require 3 Weeks for completion. Engineering and manufacturing will require 18-20 weeks from receipt of purchase order. ASCO Services will schedule the work to be performed approximately 20-22 weeks from receipt of the hard copy purchase order.

Customer Responsibilities

- Provide access to facility and equipment as required to perform this scope of work.
- Provide facility contact name and phone number for all scheduling and related conversations.
- Provide a clean, safe and well lighted work environment for ASCO Technicians.

Project Cost

This work shall be performed for the firm price of \$586,063.00 plus any applicable taxes and freight.

This pricing is based on all work being performed Monday through Friday during normal business hours with minimal standby time.

Notes

- A written purchase order is required to confirm all orders and schedule this work.
- This proposal is based on providing the items and labor as required to complete the scope of this work. It does not include any additional parts that may be found in disrepair preventing the successful completion of this work. ASCO will request authorization prior to making these remedial repairs.
- This quotation does not include applicable sales tax or shipping.
- If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.
- All equipment is quoted FOB factory, Prepaid and Added, unless otherwise noted.
- All invoice terms are NET 30 days.
- Order will be invoiced 90% upon shipment. 10% upon completion.
- This quotation automatically expires on 12/31/2015. ASCO Services standard terms and conditions apply, see attached.



SERVICES™

MISSION CRITICAL CARE



TERMS AND CONDITIONS OF SALE

ASCO Services, Inc. is herein referred to as the "Seller" and the customer or person or entity purchasing goods or services ("Services") and/or licensing software and/or firmware which are preloaded, or to be loaded into Services ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale and license of the Services and all documents incorporated by specific reference herein or therein, including the Software License Agreement, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Services and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's. Buyer's acceptance of the Services will manifest Buyer's assent to these Terms and Conditions. If the Services described in Seller's quotation, Seller's scope of work, and/or Seller's order acknowledgment differ, the document last approved in writing by a duly authorized representative of Seller shall apply. Seller reserves the right in its sole discretion to refuse orders.

1. DEFINITIONS:

Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Work shall remain in effect for ninety (90) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Work, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Work is received and accepted by Seller within such time period. If authorization is not received by Seller within such ninety (90) day period, Seller's quotation shall remain in effect. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, parts required for the Work will be furnished at Seller's then prevailing prices.

2. TAXES:

Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Work or costs of production, sale, delivery or shipment of goods, or which Seller is Otherwise required to pay or collect in connection with the provision of Work, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT:

Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Work. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Work.

4. SHIPMENT AND DELIVERY:

While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any goods for which Buyer has not provided shipping instructions and other required information. If the provision of Work or shipment of the goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of goods in which the end destination of the goods is outside of the United States, risk of loss and legal title to the goods shall transfer to Buyer immediately after the goods have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to goods shall transfer to Buyer (i) when delivered by the individual providing the Work, or (ii) at the time goods are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY:

Subject to the limitations of Section 6, Seller warrants that it will perform the Work as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Work and shall perform the Work in accordance with professional practice. Seller warrants that all Work performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Work. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of goods and parts. For goods manufactured by Seller, Seller's standard warranty that is applicable to the goods at the time of purchase is the only warranty applicable to the sale of Seller's goods and its terms, conditions and limitations are incorporated by reference herein. For parts manufactured by Seller or Work that is a Modification, the warranty shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories.

EXCEPT AS SPECIFIED ABOVE, GOODS AND PARTS NOT MANUFACTURED BY SELLER ARE FURNISHED HEREUNDER ARE FURNISHED AS IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE WORK AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Work and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Work, either alone or in combination with other goods or services.

6. LIMITATION OF REMEDY AND LIABILITY:

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 7) SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE WORK FOUND BY SELLER TO BE DEFECTIVE, REPAIR, CORRECTION OR REPLACEMENT OF GOODS, OR REFUND OF THE PRICE PAID FOR WORK.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss of damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

It is expressly understood that any technical advice furnished by Seller with respect to the Work is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. PATENTS AND COPYRIGHTS:

Seller warrants that the Work, except as performed specifically for Buyer according to Buyer's specifications, does not infringe any valid U.S. patent or copyright in existence as of the date of performance/shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Work.

8. INSURANCE:

Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability and Cross Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at <http://www.marsh.com/mc/client-0900>.

9. EXCUSE OF PERFORMANCE:

Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; or omissions of Buyer, including, without limitation, those specified in Section 18; or any events or causes beyond Seller's reasonable control. Performance of Work and deliveries of goods may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Work or to obtain material used directly or indirectly in the manufacture of the goods is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Work or allocate its available supply of the goods among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION CHARGES:

Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive. Buyer may request changes or additions to the Work. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the goods without prior notice to Buyer, except with respect to goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any goods manufactured prior to the date of such change.

11. NUCLEAR/MEDICAL:

WORK SOLD HEREUNDER IS NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES. Buyer accepts Work with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. INSPECTION:

Buyer shall have ten (10) days from the date of completion of each portion of the Work to inspect the Work, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Work is not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Work.

13. BILLABLE SERVICES:

Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: (a) any Work not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; (b) any Work performed at times other than Seller's normal service hours; (c) if timely and reasonable site access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training.

14. RETURNED GOODS:

Except as may be otherwise provided with respect to warranty returns, advance written permission to return non-conforming goods must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such goods must be new, unused, of current manufacture and free of all liens, encumbrances, or other claims. Goods must be shipped freight prepaid to Seller. Goods returned without the prior written permission of Seller will not be accepted by Seller. Seller reserves the right to inspect goods prior to authorizing their return. Upon receipt of the returned goods, Seller will replace returned goods with conforming goods or, at Seller's option, issue credit to Buyer in an amount equal to the billing price of the goods less its restocking fee then in effect. All goods must be returned within ninety days of shipment.

15. DRAWINGS:

Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Work.

16. EXPORT/IMPORT:

Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Work may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export goods in violation of such applicable laws, regulations, orders or requirements.

17. GENERAL PROVISION:

These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless there after made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instructions forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Work to others. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of New Jersey without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in New Jersey and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

18. ADDITIONAL CONDITIONS:

The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Work is to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Work. Buyer authorizes Seller to send a service technician to access any site requested by Buyer to perform Work, including services on different scopes of work and equipment as requested by Buyer, at prices set forth by Seller. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Work. Buyer shall appoint a representative familiar with the site and the nature of the Work to be performed by Seller to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer. Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective software, including without limitation all rights of ownership and title in its respective copies of such software. Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Work solely for purposes of Buyer properly utilizing such Work purchased from Seller. All other software shall be furnished to, and used by, Buyer subject to Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference. Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Work is being provided to Buyer and for a period of one (1) year after the last provision of Work.

19. INDEMNITY:

Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims; or the indemnifying party's obligations herein shall be deemed waived.

ASCO Services, Inc. • 50 Hanover Road, Florham Park, NJ 07932 • Tax ID 22-2243534 • Duns 79-016-2481

EMERGENCY SERVICE (800) 800-ASCO (2726)



Friday September 18th, 2015

Attn:

Reference: Sole Source Confirmation

To whom this may concern;

This letter is provided as confirmation of ASCO Services, Inc. 60 Hanover Road, Florham Park NJ 07932 as the only factory authorized full service maintenance provider for ASCO Power Technologies, emergency power transfer system products in the State of Florida. ASCO Services, Inc. is the proprietary designer and developer of the Automatic Transfer Switches systems for the North and South Electrical Service Centers at the City of Hollywood-SRWWTP. COH has utilized Blanket PO# B002776 for all services rendered by ASCO Services, Inc.

Should you have questions please feel free to contact me.

Sincerely,

Dan VanNote
SE Regional Sales Manager
ASCO Services Inc.
321.427.1095
321.978.9229 eFax
Dan.Vannote@emerson.com



Welcome dmainero@hollywoodfl.org |

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Bid #NTSS-005-16 - ASCO Synchronizing Control System NOTICE TO SOLE SOURCE

Time Left Bid has ended.**Time Started** Oct 21, 2015 4:36:52 PM EDT**Time Ended** Oct 28, 2015 5:00:00 PM EDT**Agency Information** City of Hollywood, Florida, FL [\(view agency's bids\)](#)**Notifications**[Report](#) [\(Bidder Activity\)](#)# of suppliers that viewed **11** [\(View\)](#)**Q & A**[View Questions & Answers](#)

Q&A Deadline: Oct 28, 2015 3:00:00 PM EDT

Department Public Utilities [\(view department's bids\)](#)**Bid Classifications** [Classification Codes](#)**Bid Regions** [Regions](#)**Bid Contact** [see contact information](#)**View Rules** Click here to [change](#) the rules for this bid.**Best and Final Offer:** [Create](#)

Approval

View Approval Flow [View Approval Flow](#)**Approval Status** Approved

Description

Bid Number NTSS-005-16**Title** ASCO Synchronizing Control System**Budgeted Amount** \$586,063.00 [\(change\)](#)**Estimated Amount** \$586,063.00**Estimated Amount** \$586,063.00 (This price is estimated - not guaranteed)**Description** ASCO Services, Inc is the only factory authorized full service maintenance provider for ASCO Power Technologies, emergency power transfer system products in the state of Florida.

The proposed contract action is for product or services for which the City of Hollywood intends to negotiate and award with only one source under the authority of the City of Hollywood City Code Section 38.40 (C) (3) Sole-source supplies and services. Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement in the future. Responses will not be considered as proposals, bids, or quotes.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)1. [NTSS-005-16 ASCO Services.pdf](#) [\(download\)](#)

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

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There are no advertisements on this solicitation.

NOT AWARDED REASON

City of Hollywood did not receive any responses to the NTSS and will proceed with award to ASCO Services.

[Leave Feedback](#)

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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