

Date: February 7, 2023
To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(P)(5)

From: Daniella Levine Cava
Mayor



Resolution No. R-77-23

Subject: Recommendation for Approval to Award RFP-01615, Maintenance and Repair
Services for Conveyance Equipment

Summary

This item is recommending award of three contracts under seven groups for the purchase of maintenance and repair services for conveyance equipment for multiple County departments. These contracts provide for the maintenance, modernization, and repair of conveyance equipment located at various County buildings. Through these contracts, County departments will be able to access services necessary to ensure conveyance equipment are compliant with code requirements and remain in good operational condition for daily usage by County residents, employees, and visitors. Maintenance, modernization, and repair services are extremely crucial to ensure that conveyance equipment is operating in a safe manner and in compliance with Florida Elevator Safety Code and the Americans with Disabilities Act.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve competitive contract awards, *Contract No. RFP-01615, Maintenance and Repair Services for Conveyance Equipment*, to multiple vendors for multiple County departments in the amount of \$22,095,737 for a five-year term. If awarded, these contracts will replace *Contracts No. E-10101, Conveyance Equipment Maintenance and Repair Services* and *BW-10141, Conveyance Equipment Maintenance and Repairs Services*. The units for PortMiami that are covered under emergency contract *E-10230, Conveyance Equipment Maintenance and Repairs Services*, are included in this award.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f)(ii). Since this is a transit-related procurement, with a value of more than \$1 million, even though no Charter County Transportation Surtax Funds will be used to pay the costs, the Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested. It should be noted that of the \$22,095,737 being requested, only \$2,039,286 is for the Department of Transportation and Public Works.

Background

The County is currently procuring these services through three contracts: Contracts No. BW-10141, E-10101 and E-10230. Contract No. BW-10141 was awarded under delegated authority on June 1, 2021, to TK Elevator Corporation and later modified by the Board through Resolution No. R-1033-21 for a cumulative allocation of \$1,372,690 for an 18-month term for multiple departments. Contract No. *E-10101* was awarded under delegated authority on September 1, 2020, to Delaware Elevator of Florida, Inc. and SW Elevators, LLC and modified to \$1,960,300 for a 30-month term. This item will be presented to the Board for ratification under a separate agenda item. Contract No. *E-10230* was awarded as an emergency on June 10, 2022, to Schindler Elevator Corporation, with an allocation of \$15,752,352 for a 12-month term. This item was presented to the PortMiami and Environmental Resilience Committee at the July 12, 2022 meeting, but was tabled. It will be presented to the Board for reconsideration as a separate item.

This replacement award will provide for necessary maintenance and repair services for 180 units located across various County departments. As part of the evaluation of proposals, the County examined the qualifications of the proposers, the proposers' approach to providing the services, as well as their past

performance, proposed repairs, schedule of repairs, and proposal pricing. The solicitation included seven groups, listed below, that were evaluated, scored, and ranked separately by the Competitive Selection Committee.

Group 1: Public Housing and Community Development

Group 2: Aviation

Group 3: Transportation and Public Works

Group 4: Internal Services

Group 5: Community Action and Human Services, Corrections and Rehabilitation, Cultural Affairs, Library System, Parks, Recreation and Open Spaces, Police, and Water and Sewer

Group 6: Public Health Trust

Group 7: PortMiami

Upon advertisement, 2,831 vendors were notified of the solicitation, of which 71 viewed the solicitation documents. The County received responses from nine vendors on August 6, 2021, of which three were deemed non-responsive by the County Attorney's Office on March 14, 2022. Nine vendors responded to the solicitation, of which four are local. Three vendors being recommended for award, of which two are local. There were no adverse findings relating to vendor responsibility.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$22,095,737. Should the County choose to exercise, at its sole discretion, the five-year option to renew term, the estimated cumulative value will be \$44,191,474. The annualized average allocation of the current contracts is approximately \$2,964,247. The annualized allocation under this replacement contract is higher by \$1,454,900 due to planned modernizations, upgrades needed due to code changes, and changing market conditions.

Department	Allocation	Funding Source	Contract Manager
Aviation	\$6,076,483	Proprietary Funds	Sylvia Novela
Community Action and Human Services	\$75,000	General Fund	Brad Skinner
Corrections and Rehabilitation*	\$35,000	General Fund	Zuleika Davidson
Cultural Affairs	\$49,000	Proprietary Funds	Regla Lee
Internal Services	\$4,284,000	Internal Service Funds	Jennyfer Calderon
Library System	\$1,460,000	Library District	Kimberly Craig
Parks, Recreation and Open Spaces	\$106,000	General Fund	Fernando L. Robreño
Police*	\$85,000	General Fund	Laura Romano
PortMiami	\$4,200,000	Proprietary Funds	Frank Ramirez
Public Housing and Community Development	\$1,950,000	Federal Funds	Indira Rajkumar-Futch
Transportation and Public Works	\$2,039,286	DTPW Operating	Ana Rioseco
Water and Sewer	\$1,735,968	Proprietary Funds	Fredrick Taylor
Total:	\$22,095,737		

*It should be noted that contracts contain termination for convenience provisions, which can be exercised if the commodities and services in this item are affected by the establishment of the constitutional offices.

Track Record/Monitor

Vanessa Stroman of the Strategic Procurement Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any options to review, cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

A Request for Proposals (RFP) was issued under full and open competition. Nine proposals were received in response to the solicitation. The proposals received were evaluated, rated, and ranked by the Competitive Selection Committee members by group. In the event a protest is received for any of the groups, the County will move forward with awarding the group(s) that are not protested.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer, for Groups 1 and 7, is non-local and is recommended for award in accordance with the method of award per the RFP.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal	Recommended Group(s)
			1) Miami-Dade 2) Percentage*		
Evolution Elevator & Escalator Corp.	6750 N Andrews Avenue Fort Lauderdale, FL	None	4	Rosemarie James	Groups 1 & 7
			16%		
SW Elevators, LLC	301 Commerce Street, Fort Worth, TX	333 SE 2 Avenue Miami, FL	4	Thomas Cavinder	Group 3
			20%		
TK Elevator Corporation	11605 Haynes Bridge Road Alpharetta, GA	7481 NW 66 Street Miami, FL	196	Steven Wedge	Group 2,4,5, & 6
			2%		

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award or Did Not Bid

Vendor	Local Address	Group(s) Not Recommended	Reason for Not Recommending
Delaware Elevator of Florida, Inc.	No	Group 1	Non-Responsive
		Groups 2 & 7	No Bid*
		Groups 3,4,5, & 6	Evaluation Scores/Ranking
Evolution Elevator & Escalator Corp.	No	Groups 2 & 3	Non-Responsive
		Groups 4,5, & 6	Evaluation Scores/Ranking
Nouveau Florida, LLC	No	Groups 1,3,4,5,6, & 7	No Bid
		Group 2	Non-Responsive
Oracle Elevator Holdco, Inc.	Yes	Groups 1,2,3,4,5, & 7	Non-Responsive
		Group 6	Evaluation Scores/Ranking

Otis Elevator Company	No	Groups 1 & 6	Evaluation Scores/Ranking
		Groups 2,3,4,5, & 7	Non-Responsive
Vendor	Local Address	Group(s) Not Recommended	Reason for Not Recommending
Schindler Elevator Corporation	No	Groups 3 & 7	Non-Responsive
		Groups 1,2,4,5, &6	No Bid
SW Elevators, LLC	Yes	Groups 1,2,4,5,6, &7	Evaluation Scores/Ranking
TK Elevator Corporation	Yes	Groups 1,3, &7	Non-Responsive
Manico Service Corp. d/b/a Xpress Elevator	No	Groups 1,3,4,5, &6	Non-Responsive
		Groups 2 & 7	No Bid

*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

Due Diligence

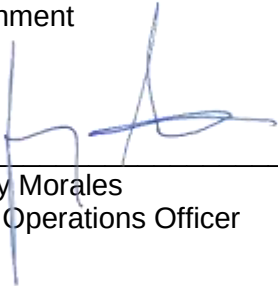
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user departments. The scope of services was updated to include a qualitative approach to procuring these services.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise (SBE) Selection Factor does not apply. A "No Measure" was recommended as there are no certified SBE firms under the relevant commodity code.
- The Local Preference applies where permitted by funding source.
- The Living Wage Ordinance does not apply as the services are not covered under the Ordinance.
- The Responsible Wages and Benefits Ordinance applies as the services are covered under the Ordinance.
- The Maintenance Wage Rate Determination applies where permitted by funding source.

Attachment



Jimmy Morales
Chief Operations Officer

Memorandum



Date: March 14, 2021

To: Saba Musleh
Procurement Contracting Officer III
Internal Services Department

From: Miguel A. Gonzalez
Assistant County Attorney . 

Subject: RFP No. 01615 – Maintenance and Repair Services for Conveyance Equipment (the “Solicitation”)

I am in receipt of your memorandum requesting a responsiveness determination in connection with the Solicitation as to proposals received from Delaware Elevator of Florida, Inc. (“Delaware”); Evolution Elevator & Escalator Corp. (“Evolution”); Nouveau Florida, LLC (“Noveau”); Oracle Elevator Holdco, Inc. (“Oracle”); Otis Elevator (“Otis”); Schindler Elevator Corporation (“Schindler”); Southwest Elevators (“Southwest”); TK Elevator Corporation (“TKE”); and Manico Service Corp. d/b/a XPRESS Elevator (“XPRESS”).

In all, the memorandum identifies 64 potential responsiveness issues with the proposals received from the above-identified proposers. Because of the large number of issues identified with respect to each of the proposers, I am attaching the memorandum to this responsiveness determination and will refer to the issues raised therein as those issues are addressed in this determination. *See* Exhibit A. In reaching the conclusions set forth herein, I have relied on that memorandum and on our various conferences regarding this request for responsiveness determination.

Background

The Solicitation sought proposals from qualified firms for the “full maintenance, modernization and repair of Conveyance Equipment, which may include but is not limited to: elevators, escalators, dumb waiters, and moving walkways located at Miami-Dade County owned or leased buildings.” *See* BidSync at 12. The Conveyance Equipment is grouped into 7 groups, each generally consisting of Conveyance Equipment for a particular County department although Group 5 includes Conveyance Equipment for 7 County departments. *Id.*

A. Failure to Submit Price Proposals for All Items in Group

As indicated in the memorandum, various proposals received by the County share the same defect insofar as some of the proposers failed to provide price proposals for all the units in one or more groups.

The Solicitation provided that each proposer was required to “submit price proposals for ALL items (in Attachment 1, “Existing Deficiency Correction Form,” and Attachment 2, “Monthly Fee Schedule”) that fall in that specific group(s) that Proposer(s) is proposing on.” *Id.* at 15. The Solicitation document further specifies that “to be considered for award of a specific group(s), Proposers shall submit a price proposal for every Unit within that specific group(s)” and warns bidders that “failure to submit a price proposal for any unit within a specific group, will deem the Proposer’s proposal non-responsive for that specific group.” *Id.* An attachment to the Solicitation provides that “[a]ny existing deficiency not identified on Attachment 1 . . . will be considered a Covered Service, as defined in Section 2.4, [and] no additional compensation for such deficiency correction will be made.” *See BidSync* at 20.

The Solicitation and accompanying contract distinguish between Covered Services (or Covered Repairs) and “modernization.” Covered Services (or Covered Repairs) are required to be provided for the price agreed upon by the County and proposer, but modernization work is considered an “Additional Service,” which will be paid for at separately proposed labor and material rates or may be, in the County’s sole discretion, competitively advertised by the County. *Id.* at 22.

To the extent a proposer failed to provide pricing for all items within a group—regardless of the reason proffered for the failure to provide pricing—its proposal is not responsive with respect to that group. It is well established that price is a material term of a contract. *See, e.g., Let Miami Beach Decide v. City of Miami Beach*, 120 So. 3d 1282, 1291 n.6 (Fla. 3d DCA 2013) (collecting authority for the proposition that the price term is among the information that “constitutes the essential minimum” to enter a contract). Failure to submit pricing for all units within a group deprives the County of assurance that a contract will be entered into and performed in accordance with the requirements of the Solicitation. *See Glatstein v. City of Miami*, 399 So. 2d 1005, 1007-08 (Fla. 3d DCA 1981); *Harry Pepper & Assocs., Inc. v. City of Cape Coral*, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1977) (citing *Wester v. Belote*, 138 So. 721, 723-24 (Fla. 1931)).

Any notations by proposers that modernization is required, however, does not render that proposal non-responsive. Such work is considered an “additional service” and is subject to a subsequent meeting of the minds based on an estimate to be submitted in the future.

Based on the application of this framework, the following proposers are not responsive:

- Group 1: Delaware, Oracle, TKE, and XPRESS.¹
- Group 2: Evolution, Noveau, Oracle, and Otis.²
- Group 3: Evolution, Oracle, Otis, TKE, and XPRESS.
- Group 4: Oracle, Otis, and XPRESS.
- Group 5: Oracle, Otis, and XPRESS.
- Group 6: XPRESS.

¹ Noveau did not submit a bid as to Groups 1, 3, 4, 5, 6, and 7.

² XPRESS did not submit a bid as to Groups 2 and 7.

- Group 7: Oracle, Otis, and TKE.³

B. Schindler's Exceptions

Schindler's entire proposal is not responsive. With its proposal, Schindler submitted a list of 19 exceptions and amendments to the Solicitation documents. These exceptions include exceptions to warranties and exclusions from work (e.g., hydraulic oil lines, which are expressly made the responsibility of proposers under Attachment B, Section II(P) of the Solicitation). The exceptions deprive the County of assurance that a contract will be entered into and performed in accordance with the requirements of the Solicitation. *See Glatstein*, 399 So. 2d at 1007-08.

C. Miscellaneous Defects

With respect to various proposers, the memorandum identifies various issues (e.g., failure to identify subcontractors, failure to provide the completed Proposer Information Sheet, listing a technical advisor as a reference, failure to submit the PHCD forms, and selecting the felony disclosure box) that are matters of responsibility.

³

Delaware did not submit a bid as to Group 7.

Date: October 20, 2021

To: Miguel A. Gonzalez
Assistant County Attorney
County Attorney's Office

From: Saba Musleh
Procurement Contracting Officer III
Internal Services Department

Subject: Request for Responsiveness Determination
RFP No. 01615 – Maintenance and Repair Services for Conveyance Equipment

Mr. Gonzalez, on August 6, 2021, proposals were received for the subject solicitation and subsequently reviewed for responsiveness. The following discrepancies were noted:

1) Delaware Elevator of Florida, Inc

- a. Proposer signed Subcontractor Affidavit but did not select an option of whether they will have subcontractors or not.
- b. Proposer failed to submit Proposer Information Section.
- c. Group 1, Attachment 1 "Existing Deficiency Correction", Proposer did not provide breakdown of fees and time for repairs.
- d. Groups 2,3,4,5,6, & 7, Attachment 1, Proposer did not propose any repairs on multiple units.
- e. Group 5, Attachment 2 "Monthly Fee Schedule", Proposer used an older version of the spreadsheet that included additional units.
- f. Group 7, Attachment 2, left blank.

2) Evolution Elevator & Escalator Corp.

- a. Group 2, Attachment 1, Proposer responded with TBD on cost and duration of some proposed repairs for multiple units.
- b. Group 3, Attachment 1, Proposer responded with "Unit out of service could not survey".

3) Nouveau Florida, LLC

- a. Proposer submitted a link to a video in proposal. Video does not seem to have any material that potentially conflicts with RFP.
- b. Group 2, Attachment 1, Proposer stated that they could not survey multiple units.
- c. Group 2, Attachment 1, Proposer left multiple forms blank.
- d. Group 2, Attachment 1, Proposer stated that an elevator was under modernization.

4) Oracle Elevator Holdco, Inc.

- a. Group 1, Attachment 1, Proposer stated that they couldn't access multiple units to survey.
- b. Group 2, Attachment 1, Proposer stated that they couldn't access multiple units to survey.
- c. Group 3, Attachment 1, Proposer stated "TBD" on price and duration of some repairs.

- d. Group 4, Attachment 1, notes on multiple units state that either unit was not operational or no access and survey couldn't be performed.
- e. Group 5, Attachment 1, notes on multiple units state that survey couldn't be completed as units were out of service.
- f. Group 7, Attachment 1, Attachment was revised to include 34 units only. Vendor used older version of the attachment that included 38 units.
- g. Proposer listed one of the technical advisors as a reference for one of the contracts.

5) Otis Elevator

- a. Proposer did not submit responses to Proposer Information Section.
- b. Proposer did not submit Attachment 4 – PHCD Requirements. (Applicable to Group 1 Only)
- c. Group 2, Attachment 1, multiple forms included a note stating that units could not be surveyed.
- d. Group 2, Attachment 1, multiple forms included a note stating that controller is obsolete and is not included in proposal.
- e. Group 2, Attachment 1, multiple forms included a note stating that units are currently being modernized.
- f. Group 3, Attachment 1, multiple forms included a note stating that units could not be surveyed.
- g. Group 3, Attachment 1, multiple forms included a note stating that controller is obsolete and unit needs modernization.
- h. Group 3, Attachment 1, form included a note stating that unit is under modernization.
- i. Group 4, Attachment 1, multiple forms including notes stating that controller is obsolete modernization needed/controller repairs will be billable.
- j. Group 4, Attachment 1, multiple forms included notes stating that a unit was shut down during surveys.
- k. Group 5, Attachment 1, multiple forms included notes stating that controller is obsolete modernization needed/controller repairs will be billable.
- l. Group 5, Attachment 1, multiple forms included notes stating that any repairs and clean-downs due to lime dust are excluded.
- m. Group 5, Attachment 1, multiple forms included notes stating that elevator was red tagged during survey.
- n. Group 6, Attachment 1, multiple forms included notes stating that controller is obsolete and needs modernization.
- o. Group 7, Attachment 1, multiple forms included notes stating that controller is obsolete and needs modernization.
- p. Group 7, Attachment 1, multiple forms included notes stating that elevator had water exposure and needs proposals.
- q. Group 7, Attachment 1, multiple forms included notes stating that elevator was shut down at time of survey.
- r. Group 7, Attachment 1, form included a note stating that escalator is making loud noise, troubleshoot to provide proposal for repair.

6) Schindler Elevator Corporation

- a. Proposer submitted entire document with exceptions.
- b. Group 3, Attachment 1, multiple forms included notes that complete modernization is mandatory 12-24 months.
- c. Group 3, Attachment 1, multiple forms included notes that units were under modernization.

- d. Group 3, Attachment 1, multiple forms included notes stating that units were shutdown and couldn't perform surveys.
- e. Group 7, Attachment 1, multiple forms included a note stating that modernization is mandatory within 12-24 months.
- f. Group 7, Attachment 1, multiple forms included a note stating that unit was shutdown and a full survey wasn't performed.

7) Southwest Elevators

- a. Proposer did not provide responses to Proposer Information Section.
- b. Proposer did not submit Attachment 4 – PHCD Requirements. (Applicable to Group 1 Only).
- c. Group 2, Attachment 1, multiple forms included notes stating that belts are excluded from contract (we will price accordingly if needs replacement).
- d. Attachment 1, for all groups, most forms contain no proposed repairs.

8) TK Elevator Corporation

- a. Proposer checked box for Felony Conviction Disclosure on Proposal Submittal Form.
- b. Proposer did not submit Attachment 4 – PHCD Requirements. (Applicable to Group 1 Only)
- c. Group 1, Attachment 1, form included a note stating that unit was shutdown due to rope replacement. Job most likely completed.
- d. Group 1, Attachment 1, form included recommended upgrades and it was noted that those upgrades are not deficiencies.
- e. Group 2, Vendor included an entire modernization proposal for one of the units that included terms and conditions.
- f. Group 3, Attachment 1, form included a note stating that water is needed to be cleaned, building responsibility.
- g. Group 3, Attachment 1, multiple forms included a note stating that modernization is recommended.
- h. Group 4, Attachment 1, multiple forms included recommended upgrades and it was noted that those upgrades are not deficiencies.
- i. Group 5, Attachment 1, multiple forms included recommended upgrades.
- j. Group 6, Attachment 1, multiple forms included recommended upgrades and it was noted that those upgrades are not deficiencies.
- k. Group 7, Attachment 1, form included a recommended survey, since units were down.

9) Manico Service Corp. DBA XPRESS Elevator

- a. Proposer did not answer all questions in Proposer Information Section.
- b. Attachment 2, Group 1, Proposer did not include breakdown of fees, provided numbers in the aggregate.
- c. Attachment 2, Group 3, Proposer did not include breakdown of fees, provided numbers in the aggregate.
- d. Attachment 2, Group 4, Proposer did not include breakdown of fees, provided numbers in the aggregate.
- e. Attachment 2, Group 5, Proposer did not include breakdown of fees, provided numbers in the aggregate.
- f. Attachment 2, Group 6, Proposer did not include breakdown of fees, provided numbers in the aggregate.

Please review these concerns and advise whether the submittals are responsive.

If you have any questions, please contact me at 786-631-8095 Thank you for your attention to this matter.

Attachments

RFP No. 01615

Tabulation Packet



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(5)
2-7-23

RESOLUTION NO. _____ R-77-23

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01615 GROUPS 1 AND 7 TO EVOLUTION ELEVATOR & ESCALATOR CORP., CONTRACT NO. RFP-01615 GROUP 3 TO SW ELEVATORS, LLC, AND CONTRACT NO. RFP-01615 GROUPS 2, 4, 5 AND 6 TO TK ELEVATOR CORPORATION FOR THE PURCHASE OF MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT FOR MULTIPLE COUNTY DEPARTMENTS IN A TOTAL AMOUNT NOT TO EXCEED \$44,191,474.00 FOR THE INITIAL FIVE-YEAR TERM, AND ONE, FIVE-YEAR OPTION TO RENEW TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

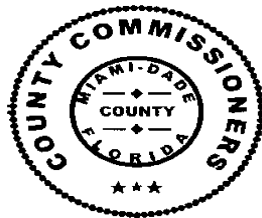
Section 1. This Board approves award of Contract No. RFP-01516 Groups 1 and 7 To Evolution Elevator & Escalator Corp., Contract No. RFP-01615 Group 3 To SW Elevators, LLC, and Contract No. RFP-01615 Groups 2, 4, 5 and 6 To TK Elevator Corporation, in substantially the form attached and made a part hereof, for the purchase of Maintenance and Repair Services for Conveyance Equipment in a total amount not to exceed \$44,191,474.00 for the initial five-year and one, five-year option to renew term.

Section 2. This Board authorizes the County Mayor or County Mayor's to exercise all provisions of the contract, including any renewal, cancellation and extension provisions pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of February, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

Maintenance and Repair Services for Conveyance Equipment
Contract No. RFP No. 01615

THIS AGREEMENT for the provision of Maintenance and Repair Services for Conveyance Equipment, made and entered into as of this _____ day of _____ by and between Evolution Elevator & Escalator Corp. , a corporation organized and existing under the laws of the State of Delaware, having its principal office at 6750 N. ANDREWS AVE, SUITE 200, FORT LAUDERDALE, FL (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Maintenance and Repair Services for Conveyance Equipment, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 01615 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated July 28, 2021, (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Certified Elevator Technician", "Certified Elevator Inspector", or Technician to mean a natural person authorized by the State of Florida, Department of Business & Professional Regulation to construct, install, maintain, or repair Conveyance Equipment.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Evolution Elevator & Escalator Corp. and its permitted successors.
- f) The words "Conveyance Equipment" to mean any of the following: elevators, escalators, dumbwaiters, , moving walks, conveyors, people movers, wheelchair lifts, and all related equipment.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

- j) The words "Force Majeure" mean the occurrence of any of the following events that solely and directly causes the Party claiming Force Majeure to be unable to comply with, all of its obligations under this Agreement: (a) act of the public enemy, quarantine restriction, wars, insurrection, hostilities, acts of terrorism, riots, or revolutions or civil commotions; (b) strikes, (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting performance under the Contract. No condition existing on the Effective Date of the Agreement shall constitute the basis for an assertion of Force Majeure by the Contractor. In addition, to obtain relief under the Force Majeure provision of the Agreement, the Contractor shall be required to notify the County in writing within fifteen (15) days of the commencement of the Force Majeure event. To the extent the Contractor alleges that an event of Force Majeure prevents it from performing all of its obligations under this Contract, the County shall be excused from making payment to the Contractor during the period of the Contractor's non-performance on the basis of an alleged Force Majeure.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The word "Modernization" to mean the replacement or upgrading of the controller and other critical parts in order to integrate new technology improve performance, and meet the latest adopted safety codes and industry standards.
- m) The words "Notice to Proceed" to mean a written authorization issued by the County authorizing the Contractor to commence Work under this agreement.
- n) The words "Preventative Maintenance" or "Maintenance" to mean scheduled, routine services as described by Appendix B, "Technical Specifications" of this agreement and The Contractor's developed Maintenance Control Program.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- q) The words "Service Calls" to mean notifications placed by the County to request the dispatch of a mechanic or a technician to respond to an urgent need, twenty-four (24) hours per day, seven (7) days a week.
- r) The words "Standby Services", to mean the presence of a Technician(s) on a County-defined location(s) to be available for possible Conveyance Equipment shutdowns and emergency situations. Urgent needs for service calls include, but are not limited to equipment failures, urgent repairs, or other deficiencies.
- s) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- t) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Services (as may be negotiated); 3) addenda to the RFP; 4) attachments and exhibits to the Request for Proposal; 4) the Request for Proposal; and 5) the Successful Proposer's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for an additional five (5) period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention: Nick Ortiz
Phone: 305-375-3912
E-mail: Nicolas.Ortiz@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: Louis James
Phone: 954-678-6300
E-mail: service@evolutionelevator.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Attachments 1 and 2. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. ANNUAL PRICE ADJUSTMENT

The County may consider a price adjustment to the prices on Attachment 2, Monthly Fee Schedule. The County's decision to grant or deny a price adjustment may be based on any of the following criteria, including, but not limited to, the County's ability to pay increased prices or the County's satisfaction with the Contractor's performance (even if the Contractor disputes the County's reasons for

dissatisfaction with the Contractor's performance). Regardless of the County's ability to pay, or the Contractor's performance under this Agreement, the Contractor shall not be entitled to rely upon or expect price adjustments under this Article in exchange for its continued performance under this Agreement. Any price adjustments granted by the County, in its sole, exclusive, and unlimited discretion, shall become effective on {DATE} of the year in which the price adjustment is granted. To the extent the County agrees to grant a price adjustment, the annual price adjustment will be calculated as a weighted average of (a) the material component – computed as the increase or decrease in the latest available Producer Price Index – Industry Data for Elevator and Moving Stairway Manufacturing published by the Bureau of Labor Statistics of the United States Department of Labor for {Month} of such year, as compared with such index for {Month} of the previous contract year; and (b) the labor component – computed as the increase or decrease in the Mechanic labor rate published by the Elevator Contractors of America, Inc. (E.C.A.) for international Union of Elevator Constructors, Local #71, Miami, Florida for such year, as compared with the labor rate used for the previous year. The weighting of the material component shall be fifteen percent (15%) of the annual price adjustment and the labor component shall be eighty-five percent (85%) of the annual adjustment. By way of example only and assuming the target weighting, if the material component for any year increases by four percent (4%) and the labor component increases by two percent (2%) then the annual price adjustment for such year shall be two and three-tenths percent (2.3%) computed as $((.04 \times .15) + (.02 \times .85) = .023)$. If the aforementioned calculation yields a price adjustment of greater than five percent (5%), the County will grant the Contractor a price adjustment of five

ARTICLE 9. INVOICING

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 2 – Monthly Fee Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Contractor shall submit, with each monthly invoice, a copy of the MCP checklist that has been signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. The Contractor's failure to provide a copy of the MCP checklist for any number of Conveyance Equipment, or providing MCP checklist(s) with partially completed tasks, will result in the County not paying the preventative maintenance monthly cost for those specific Conveyance Equipment.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10 DEDUCTIONS

The following deductions are being applied rather than penalties as a method of payment for incomplete/subpar service:

- a) COVERED REPAIRS: If the Contractor fails to provide Covered Repairs services as defined by this Contract for any Unit(s), the County will not pay for Covered Repairs on Attachment 2, Monthly Fee Schedule, for that/those Unit(s) for the month(s) during which Covered Repairs were not performed.
- b) SERVICE CALLS: If the Contractor fails to respond to Service Calls as defined by this contract for any Unit(s), the County will deduct from the amount delineated for Service Calls on Attachment 2, Monthly Fee Schedule, for that/those unit(s) for the subject month(s), based on the following schedule:
- Up to one (1) hour late response: 50% Deduction from the service call amount for the affected unit(s).
 - More than (1) hour late response: 100% Deduction from the service call amount for the affected unit(s).
- Note: if a Service Call is placed due to an entrapment, Contractor shall respond within one (1) hour of being notified, regardless of the day or the time of the day. If the Contractor fails to respond within one (1) hour of being notified, a 100% deduction from the service call amount for the affected unit(s) will be deducted for the subject month(s).
- c) PREVENTATIVE MAINTENANCE: If the Contractor fails to complete ALL Preventative Maintenance tasks delineated in the MCP, or fails to submit the MCP checklist that has been signed by the applicable County Staff as described under Article 9, "Invoicing", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 2 for that/those specific Unit(s) during the month(s) in which the MCP was not completed. For clarity, partial performance of the MCP task list will result in the County not paying the Preventative Maintenance fee. All MCP tasks shall be completed in order for the Contractor to receive payment of the Preventative Maintenance fee.

ARTICLE 11 CONTRACT ENFORCEMENT

Both Parties agree that failure to complete the Existing Deficiency Correction or any other Repairs may subject the Contractor to liquidated damages in the amount of \$500 for each and every calendar day the Work remains incomplete. For example, if the Contractor and the County agree that a repair is to be completed in Three (3) days, from the date of the acceptance of a proposal, and such repair gets completed in Five (5) days; then the County may impose \$1000 (\$500 X 2) as liquidated damages. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the Work, the County shall have the right to deduct said liquidated damages from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor. Contractor understands and agrees that it would be difficult or impossible to determine with precision the amount of damages incurred by the County for the Contractor's lack of performance or delays in repairs; therefore, both parties agree that the liquidated damages under this agreement do not constitute a penalty but rather a fair and reasonable estimation of the County's damages for delays.

ARTICLE 12 EXCUSABLE DELAY

- A. Upon providing the County notice and reasonably full particulars of an event of Force Majeure in writing, the Contractor shall not be liable for any delay or failure to perform to the extent caused by such event of Force Majeure. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any order subject to such delay by providing to the Contractor prompt written notice of its election, provided that, such cancellation or rescheduling shall apply only to that portion of the order affected by the foregoing circumstances and the balance of the order shall continue in full force and effect.
- B. The Contractor shall not be liable for any delay or failure to perform the Work in the event that the Contractor is actually and necessarily delayed in the progress of the Work as a result of the act, neglect or failure of the County, another County contractor, a utility, governmental entity, or local agency (which act, neglect or failure occurs for reasons outside of the Contractor's control), hereinafter referred to as "Excusable Delay." In case of an Excusable Delay, the County will extend the contractual Work Completion Date of the Work proportionate to the delay (hereinafter "Extension of Time"). The Contractor shall submit a request for such an extension immediately after the time when Contractor knows or should reasonably have known the cause for which it may claim an

Extension of Time, including the expected duration of the delay and its effect on the completion and milestone dates of the delayed part of the Work.

ARTICLE 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
5. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the

certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the

proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set

forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Attachments 1 and 2.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or

- viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration
The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal

Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

1. Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the Code of Miami-Dade County) 2. Miami-Dade County Employment Disclosure Affidavit (Section 2-8.1(d)(2) of the Code of Miami-Dade County) 3. Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the Code of Miami-Dade County) 4. Miami-Dade County Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the Code of Miami-Dade County) 5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the Code of Miami-Dade County) 6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the Code of Miami-Dade County) 7. Miami-Dade County Code of Business Ethics Affidavit (Article I, Section 2-8.1(i) of the Code of Miami-Dade County) 8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the Code of Miami-Dade County) 9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the Code of Miami-Dade County)	10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County) 11. Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit (Section 448.095, of the Florida State Statutes) 12. Miami-Dade County Pay Parity Affidavit (Resolution No. R-1072-17) 13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit (Resolution No. R-919-18) 14. Office of the Inspector General (Section 2-1076 of the Code of Miami-Dade County) 15. Small Business Enterprises The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations. 16. Antitrust Laws By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this

Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as

amended.

- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to

recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises

any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. RESPONSIBLE WAGES

Pursuant to Section 2-11.16 of the County Code, responsible wages applies to competitively bid County contracts in excess of \$100,000 for the construction of public buildings or public works, whether on publicly-owned or privately-owned land. Responsible Wages also apply to privately-funded construction of buildings, whether privately-owned or publicly-owned, located on County-owned land where the construction cost is equal to or greater than \$1 million. The provisions of Section 2-11.16 of the County Code stipulates that for construction contracts valued greater than \$100,000, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45. REQUIREMENTS APPLICABLE TO GROUP 1 (PUBLIC HOUSING AND COMMUNITY DEVELOPMENT) ONLY

- A. Section 60-250-4, Section 60-7414.4 of Title 4 of the United State Code, which address Affirmative Action requirements for handicapped workers.
- B. This Group is exempted from the following requirements: Section 4.4 of the RFP, "Local Certified Veteran Business Enterprise Preference", Section 4.7 of the RFP, "Local Preference", Inspector General Audit Review Fees per Article 32 of this Agreement, "Inspector General Reviews, and Article 39 of this Agreement, "County User Access Program".
- C. Contractor shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County

certified copies of their payroll whenever requested, allow the County to perform interviews with its work force and allow the County to inspect their payroll as it may deem necessary.

- D. Contractor shall comply with the Dade County Pollution Control Ordinance as described in Chapter 24 of the Miami-Dade Code. This ordinance is part of the Work scope by reference and may be obtained through the Regulatory and Economic Resources Department (RER).
- E. Work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 701u (Section). (See Appendix C, Group 1 (Public Housing and Community Development) Requirements.
- F. Contractor shall comply with Housing and Urban Development (HUD) regulations in 24 CFR Part 135, which implements Section 3. The parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with CFR, Part 135 regulations.
- G. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising such labor organization or representative of workers of the Contractor's commitment under this Article, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each Job, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the Work shall begin.
- H. The Contractor agrees to include the requirements of this Article in every subcontract subject to be in compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor who the Contractor knows is in violation of the regulations in 24 CFR Part 135.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is recommended but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- J. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- K. With respect to Work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act 925 U.S.C. 450e) also applied to Work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- L. Required forms, see Appendix C, Group 1 (Public Housing and Community Development) Requirements":

HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)

This provision is designed to provide information to prospective Contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

Certifications and Representations of Offerors Non-Construction Contract (Form HUD- 5369-C)

Form HUD-5369-C includes clauses required by OMS's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

General Conditions for Non-construction Contracts Section 1- (with or without Maintenance Work)(Form HUD-5370-C)

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s) .Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

ARTICLE 46. REQUIREMENTS APPLICABLE TO GROUP 2 (AVIATION DEPARTMENT) ONLY

- A. All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Contractor(s) shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Contractor's personnel will be required to obtain Aviation Department identification cards prior to commencing Work and will be subject to extensive background check prior to issuance of the card. The employer will be required to issue a written request for each employee. The Contractor will not be authorized to begin Work until their required personnel is fully badged, including a picture MDAD ID with Customs Seal.

1. No Contractor or its employees shall commence any Work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Safety and Security/ID Section.
2. All personnel working at the Miami-Dade Aviation Department shall obtain a Photo Identification Badge.
3. All badges shall be worn on outer garments so as to be clearly visible.
4. All badges shall be returned to the Safety and Security/ID Section upon completion of the project.
5. Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training and Aircraft Operations Area driving class provided by MDAD Operations Division. SIDA training is regularly provided by Safety and Security/ID Section.

B. When performing Work at MDAD, the Contractor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the Contractor's access gate and then will be escorted to and from each area of Work that traverses the aircraft operating area. The Department shall monitor the placement of the Contractor's equipment at each location. Upon completion of the Work, the Contractor shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating area.

1. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Driver's License or other State License authorized to drive in the State of Florida.
2. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
3. A driver with a Non-Photo I.D. Badge issued by Landside, must secure an AOA escort before being allowed to drive on the ramp.
4. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of driver's license.

C. Ramp Permits

1. Vehicles will not be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
2. Vehicles shall be clearly marked with the Company name and logo.
3. Vehicles may only enter the AOA through designated Miami-Dade Aviation Department Guard Gates.
4. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate, such vehicles shall not be permitted to operate within the AOA without MDAD Escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operation Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the company name to ensure positive identification while on the AOA.

D. Airport Operations Area – Right of Search

1. It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the Airport Operations Area (AOA) of the Airport.
2. The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent to Search Form, which is accepted by the Department. Persons not executing such Consent to Search Form shall not be employed by the Contractor for any project.
3. It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within ninety (90) days follow the County's receipt of a request for a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

ARTICLE 47. REQUIREMENTS APPLICABLE TO GROUP 3 (DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS) ONLY

A. Routine maintenance requiring a shutdown shall not be performed during peak transit hours, as follows:

- 6:30 a.m. to 9:30 a.m.
- 4:00 p.m. to 7:00 p.m.

B. If Conveyance Equipment is shut down for routine maintenance during non-peak hours, the Technician shall assist handicapped passengers in gaining access via the Conveyance Equipment, to the extent that such access is deemed safe.

C. If routine maintenance requires the shutdown of Conveyance Equipment, whereby the Conveyance Equipment will be rendered unusable for handicap access, County contact persons, a list of which will be provided to the Contractor following the Contract Date, shall be notified by a phone call or email prior to the shutdown.

ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 49. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

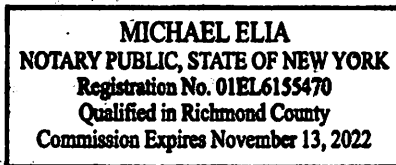
Miami-Dade County

By: Carla James
Name: Carla James
Title: President
Date: 9/12/2022
Attest: [Signature]
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**1.0 INTENT**

To provide all labor, material, equipment, tools, parts, overhead, travel time, and any other cost to the Contractor necessary for the performance of preventative maintenance, repairs, modernization, and inspections. This is an all-inclusive maintenance and repair contract; all costs shall be included in the fees unless specifically excluded.

1.1 LICENSING

The Contractor and its applicable employees shall hold, and maintain for the term of this contract, the following qualifications:

- A. The Contractor's mechanics and/or technicians shall hold certificate(s) of competency as certified elevator technician(s) or as certified elevator inspector(s), issued by the State of Florida's Department of Business and Professional Regulation; as required by Florida Statute Chapter 399 as amended from time to time.
- B. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the Contractor to perform the Work required by this contract.

1.2 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)

The Contractor shall complete all the agreed upon repairs that are needed to ensure all Conveyance Equipment is restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes, as specifically delineated in Attachment 1, Existing Deficiency Correction Form.

Any existing deficiency not identified on Attachment 1, Existing Deficiency Correction Form, will be considered a Covered Service, as defined in Section 1.4, no additional compensation for such deficiency correction will be made.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract. Prices agreed upon on Attachment 1, Existing Deficiency Correction Form, will not be applicable once those specific one-time repairs have been completed.

1.3 CHANGE PROPOSALS

If after the deficiency corrections Work commences, the Contractor believes that it will exceed the amount or time agreed upon on Attachment 1, Existing Deficiency Correction Form, due to Unforeseeable Site Conditions; the Contractor must notify the County of the Unforeseeable Site Conditions and provide the County with a detailed change proposal to address such conditions. The County will verify the Contractor's change proposal and may approve or reject such proposal at the County's sole discretion.

1.4 COVERED SERVICES

The Contractor will be paid a fixed monthly fee for services defined as "Covered Services" by this section. For Clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. The Covered Services monthly fee shall be inclusive of all material, labor, travel time, and equipment that is required to provide the services. The County will begin payment of the fixed monthly fees immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 2, Monthly Fee Schedule. In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

A. Covered Repairs:

Covered repairs are the repairs of conveyance equipment that are specified in Appendix B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 2, Monthly Fee Schedule, and will not receive additional compensation for the completion of any covered repairs. Once covered repairs are identified the County and

the Contractor will establish an agreed upon schedule of completion.

B. Service Calls:

The Contractor shall respond to service calls twenty-four (24) hours per day, seven (7) days a week. During regular working hours, Monday through Friday 7:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 2, Monthly Fee Schedule, is inclusive of unlimited number of service calls available to the County.

1.5 MONTHLY PREVENTATIVE MAINTENANCE

A. Maintenance Control Program

A written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of contract award, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevator and Escalators (the Code) and all other applicable laws for each unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days. The County may require the Contractor to attend a meeting(s) in order to reach a MCP that is Code compliant. The County, at its sole discretion, may terminate the Contract if the Contractor is unable to provide a MCP that is acceptable to the County within three (3) months of the receipt of the notice to proceed. The Contractor may, at the County's sole discretion, be required to participate in a County standardized MCP software program, at no additional cost to the County. Contractor shall submit, with each monthly invoice, a record of the completion of all maintenance tasks as required by this contract, signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. Until an agreed upon MCP is in place, the Contractor will be responsible for the performance of preventative maintenance in accordance with the minimums as delineated in the Code.

B. Preventative Maintenance

The Contractor shall perform the monthly preventative maintenance tasks in accordance with the MCP as described in this section. The Contractor's failure to complete the monthly preventative maintenance tasks, for any number of Conveyance Equipment, will result in the County not paying the monthly fee(s) associated with those unit(s) and/or assessing deductions per Article 10 of the contract. Repeated failures of completing the monthly preventative maintenance tasks may result in the County terminating the contract and assessing damages. The County will compensate the Contractor for this service in accordance with Attachment 2, Monthly Fee Schedule. Prices agreed upon on Attachment 2, Monthly Fee Schedule must be inclusive of all labor, material, travel time, and equipment that is necessary to maintain the Conveyance Equipment in accordance with the requirements of this Agreement.

C. Dormant Service

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor follow a modified MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit by Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

1.6 STANDBY SERVICES

The County may request, at its sole discretion, and the Contractor shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment. Contractor is to bill the County in accordance with the hourly rates established on Attachment 2, Monthly Fee Schedule.

1.7 MODERNIZATION

The County reserves the right to modernize any Conveyance Equipment under this contract. At any time that Conveyance Equipment is identified for modernization, the County may in its sole discretion, competitively advertise the modernization and remove the Conveyance Equipment from the contract. In the event, the County chooses to modernize equipment under this contract, the County shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor.

1.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 1.2, "Existing Deficiency Correction", Section 1.4 "Covered Services," or Section 1.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. For the purpose of this solicitation, "Additional Services" are defined as follows:

- A. Maintenance of cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Contractor, such cost shall be borne by the Contractor, at no cost to the County. The Contractor shall be obligated to advise the County within 24 hours from the discovery of any condition which may adversely affect the above equipment, the correction of which is not within the Contractor's control.
- B. Repair or replacement that is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the conveyance equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

Compensation for Additional Services, as defined by this Article, shall be calculated as follows:

- 1. Labor Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the hourly labor rates for Additional Services as agreed upon on Attachment 2, Monthly Fee Schedule.
- 2. Material Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).
- 3. Subcontracted Work: when preparing a proposal for services that are performed by subcontracted vendors, Contractors shall use the actual costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

The Contractor is required to prepare and submit to the County an estimate for labor, material, and equipment required in advance of the commencement Work. Upon the written approval of the County Facility Manager, the total amount of the Contractor's estimate, as approved by the County in writing, shall remain firm and fixed for the scope of Work. In no event will the Contractor be due additional compensation in excess of the approved amount unless a change to site conditions, or scope of work, is identified by the Contractor and is verified by the County. Upon the discovery of a differing site condition, the Contractor shall promptly notify the County's Facility Manager. The County will issue a written determine of entitlement for additional compensation.

1.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to add any number of Conveyance Equipment to any group(s), at the County's sole discretion, by soliciting a price quote(s) from the Contractor awarded to perform services under that group.

1.10 DELETION OF CONVEYANCE EQUIPMENT

The County reserves the right to delete any number of Conveyance Equipment from this contract, at the County's sole discretion, by issuing a written notification to the Contractor 14 calendar days in advance of such deletion.

1.11 WORK ACCEPTANCE

Completed Repairs and Modernization Work will be surveyed by an authorized representative of the County. This survey shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

1.13 WARRANTY

All Material, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this contract shall be new and warranted. In the event any of the material supplied to the County by the Contractor is found to be defective or does not conform to specifications, the County reserves the right to (1) cancel the order and return such Material to the Contractor, or (2) require the Contractor to replace the Material at the Contractor's expense.

- a. In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its Parts/Work against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.
- b. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective Work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for this Work or items; either through a credit memorandum or through invoicing.
- c. Warranty Service Period (For Modernization Only):

This includes furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.

1.14 DISCOVERY OF MEDICAL WASTE

If during course of completing Services under this Contract, medical wastes are encountered, the Contractor may be requested to subcontract the cleaning of the pit to a qualified entity and bill the County based on the cost plus a mark-up that shall not exceed ten percent (10%). The Contractor shall provide access to the pit at no charge. All billing for this Service shall be backed up by supporting documentation.

APPENDIX B – TECHNICAL SPECIFICATIONS**I. ON-SITE DOCUMENTATION**

On-Site Documentation, as referenced in the Maintenance Control Program (MCP) and as specified in ASME A17.1, shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.1 8.6.1.2.2(d) shall be on-site and available to the specified personnel. The On-Site Documentation shall include the following specified documents:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
 - 1. All procedures specifically identified in the Code as required to be written (e.g., check out procedure for leveling; check out procedure for overspeed valve; and check out procedure for reversal stop switch, etc.)
 - 2. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits.
 - 3. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer.
 - 4. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD).
- C. Written checkout procedures must be prepared:
 - 1. To demonstrate E/E/PES function as intended.
 - 2. For elevator leveling speed with open doors.
 - 3. For hydraulic elevator overspeed.
 - 4. For escalator reversal stopping device.
 - 5. For escalator handrail retarding force.
- D. Additional Written procedures must be prepared for the following:
 - 1. Authorized persons and emergency personnel elevators evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosures cleaning by authorized persons.

II. MAINTENANCE AND REPAIR SERVICES (GENERAL STANDARDS)

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with the minimum maintenance approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts.
- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of ASME A17.1, and, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Contractor shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the Conveyance Equipment including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally,

the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

- D. The Contractor shall; clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and lower Newell wheel bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step up-thrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, comb plates(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.
- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Contractor shall keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. At least once per year or more, as required to prevent the build-up of lint and dirt, the Contractor shall brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Contractor shall maintain equal tension between individual wire suspension ropes in each set of suspension ropes, and lubricate wire suspension ropes in accordance with wire rope. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ASME A17.1, ASME A17.2 and ASME A17.6.
- J. At a frequency specified in the MCP, the Contractor shall examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the applicable ASME A17.1, Safety Code for Elevators and Escalators, to include five (5) year full load and full speed tests.

The Contractor shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in Paragraph 3.8 (C), and as required by State Law.
- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, painted and presentable at all times. The motor windings and controller coils are to be treated with insulating compound to maintain the insulation as required by equipment manufacturers' and industry standards.
- L. Contractor shall maintain the conveyance signal system, devices and fixtures, fixture cover plates, and all finishes. Signal system equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.

- M. Contractor shall maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, key switches, emergency car lights, batteries and hoist way door unlocking devices. The Contractor shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.
- N. The Contractor shall furnish as-built wiring diagrams provided by the manufacturer, and two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and unit to be maintained and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building, then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group.

The Contractor must present proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One set of wiring diagrams to be kept in the machine room. The remaining set is for the ISD Office of Elevator Safety files. Both sets are to be submitted to the Office of Elevator Safety for affixation of a County stamp, ten (10) days prior to installation. Contractor(s) not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the Contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note # 2 below.) In addition, the Contractor shall notify the County of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be kept in the machine room and the ISD Office of Elevator Safety files, at all times.

Note 1: As-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note 2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the Contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris.
- Q. The Contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, the County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data set provided on digital media and a full written report of actual conditions are to be submitted to the Office of Elevator Safety.
- R. All lubricants, chemicals and other industrial discard shall be disposed of as per laws, requirements, standards and rules established by the Environmental Protection Agency, the Miami-Dade County Regulatory and Economic Resources Department, and/or any other local, state or national authority/institution.

III. MONTHLY MINIMUM TASKS (PREVENTATIVE MAINTENANCE)

Contractor shall perform all the monthly minimum preventative maintenance tasks per the requirements of ASME A17.1, Section 8.6, and the agreed upon Maintenance Control Program (MCP).

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:
 - 1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
 - 2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)
- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest

mean time between failures possible, utilizing the most advanced maintenance method and equipment available.

1. MTBF = T = Actual Operating hours F = Number of failures in actual operating time.
2. Failures shall be determined exclusive of shutdowns due to vandalism, overloading, and activation of safety devices by external cause.

V. CLEAN DOWN REQUIREMENTS

- A. The Contractor shall replace all worn or broken parts at the time of a clean down. With respect to escalators and moving walks, Contractor shall do so prior to re-installing the escalator steps or moving walk pallets and prior to seeking the contractually required post-clean down inspection.
- B. Upon completion of any required unit clean down, Contractor shall immediately notify the Office of Elevator Safety that said unit's annual clean down has been completed and an inspection is required.
- C. Upon Contractor's receipt of or access to the clean down inspection report, Contractor shall promptly cure any deficiencies and code violations noted in the report, including, without limitation, promptly replacing any worn or broken parts noted in same.
- D. Regarding escalators and moving walk clean downs, to effectuate proper cleaning, Contractor shall remove a minimum of 50% of the escalator steps and moving walk pallets or a higher percentage (up to 100%) as may be required to facilitate proper cleaning of the unit.
- E. The County retained Qualified Elevator Inspector, "QEI" shall have final say regarding unit cleanliness and re the percentage of steps or pallets that need to be removed.

VI. SEMI-ANNUAL AUDIT AND REQUIRED ANNUAL VENDOR SUPERVISOR CONDUCTED UNIT SURVEYS

Using a survey form provided by the Office of Elevator Safety, which may, at the County's sole discretion, include hard copies and/or electronic formats (with electronic submission requirements) submitted to the applicable County Personnel, Contractor shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by qualified elevator personnel familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

If the Contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner (sixty days past due date), the County reserves the right to perform the survey with their personnel or to contract it to a third party consultant, the cost of which will be deducted from monies due to the Contractor under this contract, as determined by the Office of Elevator Safety.

VII. CONTRACTOR'S PERSONNEL

- A. All service Technicians shall be equipped with an individually signaled two-way radio, cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear photo identification issued by the Contractor that identifies the name and license number of the Contractor.
- B. The Contractor shall maintain and use a separate and exclusive repair crew trained in elevator and escalator repairs. Generally, repairs shall be performed by repair crews, not by maintenance Technicians. All repairs shall be scheduled through the applicable County personnel.
- C. The Contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Specially assigned crews shall not be diverted to other sites or departments except in case of emergency with the facility management's approval. Periodic tests shall generally be performed by test crews, not by maintenance Technicians. All periodic tests shall be scheduled through the facility management and shall be witnessed by a Florida Certified Elevator Inspector working for the authority having jurisdiction at Miami-Dade County.

- D. The Contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all applicable Contractor personnel.
- E. The Contractor shall have access to Mechanical and Electrical Professional Engineering services in the event that a need for such services is identified by the County. This requirement can be met with either the Contractor's own staff or by subcontracting for this service. Mechanical and Electrical Professional Engineering services may be required to properly execute Modernizations or complex repairs, at no additional costs to the County.
- F. The County may require all employees of the Contractor to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to Work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the Contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the Contractor.

VIII. RECORDS MANAGEMENT

The Contractor shall submit in written format, documents identified by this Section no later than the 10th day of each month. To minimize paperwork, the County will accept the Contractor's reports via electronic media forms as long as the Contractor provides the County the necessary software to read and copy such data.

A. Service Receipts

The Contractor shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and a detailed narrative description of the performed services, which narrative description shall relate to the work required by the Maintenance Control Program or whatever other relevant work order. These service receipts shall be signed by a responsible County employee at the time the Work is performed, and a copy of this service receipt or time ticket shall be given to the responsible County employee signing the document at the time of signing, for site records. Contractors using electronic media for company internal storage and transmittal of time shall provide a hard copy of the time ticket to the facility manager or designee, via email, at the completion of each day or service performed, as applicable.

In the event the Contractor cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Contractor shall leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and advise the project manager as soon as possible.

B. Monthly Logs

The Contractor shall provide County personnel with a monthly log, due by the 10th of each month, of all callbacks, repairs and minor adjustments made, in addition to the scheduled preventive maintenance Work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem.

For hydraulic elevators, the log book shall also be used to record all oil usage for each elevator. The record shall reflect all items required by code to be recorded, and shall include all oil stored on site, all oil recovered and the re-use or disposal of same, dates of each new transaction of oil usage (add, recover, dispose) and the name of the technician entering the information.

The Contractor shall provide the County personnel with a monthly log of all monthly tests of the firefighter service Phase I and II as required by Florida Statute 399, Florida Administrative Code 61C-5 and/or Florida Building Code, and as promulgated by American Society of Mechanical Engineers A17.1, supplements and addenda and A17.2.

At the County's discretion, the logbook may be maintained either in the machine room or other designated areas allowed by the code. The Contractor shall complete the log on each routine visit.

C. Check Chart

The Contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the

service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Office of Elevator Safety on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Office of Elevator Safety. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators. Check chart information may be stored and retained via electronic media, provided that the County is provided with the necessary software to access and retrieve data for all time periods.

D. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of American Society of Mechanical Engineers (ASME) A 17.1. Tests are to include all semi-annual, annual, and five (5) year safety, governor and buffer tests as specified. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by ASME A17.1, supplements and addenda, and A17.2. In the case of five (5) Year safety tests, a written report conforming to ASME A17.1 and A 17.2 reflecting results of the test shall be submitted to the Office of Elevator Safety following the test for County records. For other tests a copy of a report for each test will be left in the elevator log book. Documentation required by ASME A17.1 shall be provided in all cases, without exception.

E. Witnessing of Tests

The ASME A 17.1 and Florida Statutes Chapter 399 by adoption of ASME A 17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector" from the County. The Contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-Dade County Internal Services Department's Office of Elevator Safety, prior to the tests being performed, so the authority may provide a witness.

F. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Office of Elevator Safety or designee.

IX. TOOLS

Upon the request of the County, prior to the start of Work, the Contractor shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Contractor shall complete a list of the tools that they have either on the service trucks or in their shop. Tools which they do not physically have must be reported where they are available for Technicians' use.

X. PARTS

- A. The Contractor shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-order of replacement parts. The Office of Elevator Safety, will advise on the missing language, and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Contractor, and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Contractor's local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed at no additional cost to the County. The County shall not be charged for replacement parts that are no longer production items or otherwise deemed obsolete. If a component or part fails and there is not an available OEM replacement, the Contractor shall replace the entire component or assembly at their sole expense, including the redesigned model assemblies. Replacements may include, but are not limited to, hydraulic valves, controllers, door operators, generators, timer, motors, etc.

- C. The Contractor, at the discretion of the County, shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures and bearings. The Contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

The Contractor, if other than the original manufacturer of the Conveyance Equipment, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Contractor and the Manufacturer to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer.

- D. If a part or component fails and the Contractor does not have replacement in stock; The Contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expeditious method, by no later than the following working day. If a component or part is identified as requiring replacement prior to failure, the Contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

XI. LUBRICANTS

The lubricants, including oils and grease, used shall comply with the specifications for lubricants recommended by the equipment manufacturer of the Conveyance Equipment. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2. Lubricants shall be stored in proper containers. All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

XII. JOB SITE

Under no circumstances shall County be liable for any damage done to equipment, parts, components and/or materials not yet installed and stored at any County facility. The Contractor is responsible for all un-installed equipment, parts, components and materials stored on the job site.

- A. There are some County's facilities that are prone to major flooding, due to design and/or location. Although the County will take every reasonable precaution to protect all equipment, parts, components, and materials storage by the Contractor, the Contractor shall be responsible of securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their work site(s), protect or remove from the site all un-installed equipment, parts, components and materials stored at any County facility.

XIII. NON-PROPRIETARY

The Conveyance Equipment, inclusive of any parts needed for modernization, shall be non-proprietary and shall conform to the requirements stipulated on attachment 3. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 3, Non-Proprietary Equipment Affidavit that must be notarized and fully executed. Following the completion of Work, the Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and/or programmable software changes on any unit of the microprocessor based elevator control equipment. The Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Contractor shall provide step by step adjusting, programming, and troubleshooting procedures that pertain to the microprocessor control equipment, and a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.

APPENDIX C

GROUP 1 (PUBLIC HOUSING AND COMMUNITY DEVELOPMENT) REQUIREMENTS



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Index/ Document 00999-2

SECTION 3 of the HOUSING ACT of 1968, and SMALL, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

SECTION 3 REQUIREMENTS FOR PROCUREMENT CONTRACTS

- I. Cone of Silence Exemption
- II. General Requirements
- III. Section 3 - Clause (24 CFR Part 75)
- IV. Section 3 - Definitions
- V. Preference for Section 3 Business Concerns (24 CFR Part 75)
- VI. Requirements and Procedures
- VII. Required Documents for Submission
- VIII. Preference for Section 3 Residents in Training and Employment Opportunities (24 CFR Part 75)
- IX. Employment Opportunities



MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

BID NO.: PHCD RPQ #

APPENDIX / ATTACHMENT #

SECTION 3 REQUIREMENTS FOR PROCUREMENT CONTRACTS

I. CONE OF SILENCE EXEMPTION

Public Housing and Community Development (PHCD) staff and bidders may communicate while a bid is in progress and prior to award of bid to clarify Section 3 definitions, requirements, and business preference procedures, pursuant the Miami-Dade Commission on Ethics opinion on March 10, 2004.

II. GENERAL REQUIREMENTS

1. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 75, as amended by interim rule published on September 29, 2020.
2. **Section 3** (24 CFR Part 75) requires that, employment and other economic opportunities generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible and consistent with Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
3. Section 3 requires recipients, contractors, and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extend feasible, to Section 3 Business Concerns. Section 3 businesses must comply with procedures and requirements, including deadlines mentioned in this document.
4. Contractors must familiarize themselves with the Section 3 regulations and requirements. Contractors interested in receiving more information on Section 3 requirements or interested in becoming a PHCD-certified Section 3 Business Concern shall contact PHCD Section 3 Coordinator at Section3@miamidade.gov. **Note:** In order for a contractor/bidder to qualify for a Section 3 contracting preference, the contractor/bidder must be pre-certified by PHCD as a Section 3 business, at least 14 days prior to the bid opening date.
5. All contractors/bidders (Section 3 and non-Section 3) are required to execute and submit under this Contract all the required forms listed on Section VII of this document at the time of bidding and post-award or upon request from the County. **Contractors who do not submit the required documents will not be permitted to bid on any PHCD work covered under this contract.**

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

I. SECTION 3-CLAUSE (24 CFR Part 75):

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder (contractor), and bidder's subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- C.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F.** Non-compliance with HUD's regulations set forth in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

IV. DEFINITIONS

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.

What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below); 2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or 3. The worker is a YouthBuild participant.

What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) A resident of public housing or Section 8-assisted housing; (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or (iii) A YouthBuild participant.

How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.org/portal/datasets/il.html>.

What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

II. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR Part 75)

ORDER OF PROVIDING PRIORITY RANKINGS:

a) *Consistent with existing Federal, state, and local laws and regulations*, recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

Category 1 Business (Highest Priority)	Section 3 business concern that: (a) Provides economic opportunities for residents of the public housing projects for which assistance is provided.
Category 2 Business	Section 3 business concern that: (b) Provides economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance.
Category 3 Business	Section 3 business concern that: (c) Provides economic opportunities to YouthBuild Programs
Category 4 Business	Section 3 business concern that: Provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

b) *Eligibility for preference*. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business Concern.

c) *Ability to complete contract*. A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

III. REQUIREMENTS AND PROCEDURES

Establishing benchmarks.

HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to §75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Section 3 benchmarks will consist of the following two ratios:

(I) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(II) The number of labor hours worked by Targeted Section 3 workers, as defined in §75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

Recipients of public housing financial assistance will be considered to have complied with requirements if they:

- (1) Certify that they have followed the prioritization of effort in Part 75;
- (2) Meet or exceed the applicable Section 3 benchmarks as described in 24 CFR Part 75.

Reporting

Reporting of labor hours for recipients of public housing assistance must report in a manner prescribed by HUD:

- (I) The total number of labor hours worked;
- (II) The total number of labor hours worked by Section 3 workers; and
- (III) The total number of labor hours worked by Targeted Section 3 workers.

Document the outreach steps taken, consistent with the steps listed on Document 00400 "Section 3 Economic Opportunity and Affirmative Marketing Plan", to demonstrate compliance in solicitation to Section 3 Business Concerns.

The contractor and subcontractors must meet applicable requirements, follow the outreach steps described in the contractor's executed Plan, submit the required PHCD's post-award forms, and complete the required Section 3 workforce reports in the frequency and format requested by PHCD during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.

TRAINING AND EMPLOYMENT OPPORTUNITIES - RECRUITMENT

If subcontracting, contractor and subcontractors shall comply with the numerical goals for training and employment for new hires. Efforts to employ Section 3 Residents, to the greatest extent feasible, should be made at all job levels. Therefore, contractor and subcontractors shall comply with training and employment steps outlined in Document 00400 "Section 3 Economic Opportunity and Affirmative Marketing Plan", and must adhere to the following provisions:

- a) Commit to undertake efforts to train and hire qualified Section 3 workers for their existing vacant or new positions in connection with this award.
- b) Explain to all job applicants how to claim Section 3 preference using PHCD forms provided at each pre-construction meeting.
- c) Include the language available in Document 00404 "Section 3 Language for News Ads, Flyers, and Job Notices", in any job news ads, flyers, and community notices, when advertising the training and employment opportunities. Provide preference to Section 3 workers in the hiring and training opportunities in connection with this award. Notices must be placed at the job site where work is to take place and in the surrounding community during the performance of the contract.
- d) Must submit the required PHCD's post-award forms listed in Section VII in the frequency and format requested by PHCD, or upon request from the County on their efforts made to train and/or employ Section 3 residents in connection with this award and the results during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

IV. REQUIRED DOCUMENTS FOR SUBMISSION

- 2. PRE-AWARD:** Contractors/bidders should complete and submit the applicable documents listed below with the bid package or upon request from the County:

Submit with BID Package	
Doc. #	Document/Form Name
00200	Section 3 Business Preference Claim (Only if claiming Section 3 preference)
00400	Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

- 3. POST-AWARD PROCESS:** The **lowest** responsive, responsible bidder selected and its subcontractors, must complete and submit the following documents within 14 days of award notification:

AWARD PROCESS - REQUIRED DOCUMENTS	
Doc. #	Document/Form Name
00403	Training and Employment Outreach
00404	Section 3 Language for News Ads, Flyers and Job Notices (For inclusion in awardee's jobs ads)
00406	Letter of Intent to Subcontract/Solicit Section 3 Businesses
00430	List of Subcontractors Utilization

III. Preference for Section 3 workers in Training and Employment Opportunities (24 CFR Part 75)

- a) Order of providing preference.** Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to Section 3 workers in the order of priority provided below.

Category 1 Residents (Highest priority)	Residents of the PHCD's public housing development or developments where work is to take place.
Category 2 Residents	Residents of other PHCD's public housing developments or programs managed by PHCD.
Category 3 Residents	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Residents	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) Individuals who reside in Miami-Dade County, and meet the definition of a low- or very low-income person.

MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

b) *Eligibility for preference.* A Section 3 worker seeking the preference in training and employment *shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 worker as defined above.* Example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.

c) *Eligibility for employment.* Contractors and subcontractors are not required to hire/employ a Section 3 worker who does not meet the qualifications of the position to be filled.

IV. EMPLOYMENT OPPORTUNITIES

For information on employment opportunities and application assistance, contact the CareerSource South Florida, at (305) 594-7615, ext. 407, or at www.careersourcesfl.com or the State of Florida.



SECTION 3 BUSINESS PREFERENCE CLAIM FORM
DOCUMENT 00200

OPTIONAL DOCUMENT: Only applicable to current PHCD certified Section 3 (S-3) businesses who wish to claim a bidder's preference. Section 3 businesses must become certified at least two weeks prior to bid opening date to be eligible to claim Section 3 bidder's preference. Business application requests may be emailed to PHCD at Section3@miamidade.gov.

I, _____ certify that this _____
(Name of owner) **(Business Name)**
has been certified by PHCD as a Section 3 Business. Therefore, I am claiming contracting preference under the following category:

Initials	Category	<u>Section 3 Business' Categories:</u> (Only initial the category that best applies to your business)
	1	Section 3 business concern that: (a) Provides economic opportunities for residents of the public housing projects for which assistance is provided.
	2	Section 3 business concern that: (b) Provides economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance.
	3	Section 3 business concern that: Provides economic opportunities to YouthBuild Programs
	4	Section 3 business concern that: Provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	Email address
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:		BID/RFP Name:	

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
701 NW 1st Court, 16th Floor, Miami, FL 33136 Ph. #786-469-4227
www.miamidade.gov/housing Section3@miamidade.gov

Section 3 Economic Opportunity and Affirmative Marketing Plan
DOCUMENT 00400

Bidders should complete and submit this document with the bid package or upon request from the County:

BID/RFP Number:	RFP-01615	BID/RFP Name:	Maintenance and Repair Services for Conveyance Equipment
Carla James - President		Evolution Elevator & Escalator Corp.	
(Name of business owner, officer, representative, agent)		(Company/Business/Firm Name)	

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm's Section 3 and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) Section 3 regulation at 24 CFR Part 75 (*email PHCD Section3@miamidade.gov to obtain a copy*).

Section I: Recruitment Procedures Required to Fill Vacant or New Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

- Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
- Advertise the training and employment opportunities at the jobsite and surrounding neighborhood for targeted Section 3 residents and use the following language, which is available in *Document 00404 "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices and flyers:
 "This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding and is covered under 24 CFR Part 75, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project's area."
- Schedule a time and place convenient for public housing and other Section 3 Residents to complete job applications and conduct job interviews, if applicable.
- Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youthbuild employment referrals. You may also visit their web-site at www.ywca-miami.org for more information.
- Send notices about Section 3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
- Awardee/contractor and subcontractors are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
- Awardee/contractor is responsible for collection of subcontractor(s) training and employment documentation outreach efforts described in this document, new hire reports (required) and weekly employment forms (only when subcontractor(s) hire workers for vacant or new positions in connection with PHCD awards).
- Will Subcontractor(s) be used? YES ☐ NO ☒** If yes, Awardee/contractor is also required to comply with section II of this document.

Section II: Awardee/contractor Recruitment of Section 3 Businesses

Awardee/contractor shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

- Refer any interested subcontractors that may meet the criteria to become a certified Section 3 Business to PHCD Section 3 Coordinator (Compliance) for assistance with completions and submittal of Section 3 Business Application.

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



MDC061

Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

2. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
3. Advertise for Section 3 subcontractors (subs) in construction trade journals, and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
4. Send via fax, email or hand-deliver Document 00406 ***“Letter of Intent to Subcontract/Solicit Section 3 Businesses”*** to all prospective subcontractor businesses for work in connection with each PHCD award.
5. Allow each subcontractor a minimum of five (5) business days to respond to contractor's solicitation by returning the applicable form(s) completed and signed. All forms received from Section 3 Businesses subcontractors should be sent to PHCD within 14 days of notification.
6. Use the *Document 00403 “Training and Employment Outreach”* form to document recruitment and follow-up with subcontractors. Make a second attempt to solicit to any Section 3 Business Concerns, who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, e-mail, etc.
7. Awardee/contractor is required to retain any documentation of outreach efforts and responses received from any organizations and subcontractors contacted for each PHCD project award, for three years after project completion.
8. Awardee/Contractor should submit all post award forms referenced in this document to PHCD, or upon request from the County via email at Section3@miamidade.gov, within 14 days of notification.

Carla James		9/12/2022	
(Print Name)		(Signature/ Date)	
President	954-678-6300	service@evolutionelevator.com	
(Title)	(Phone Number)	(Email address)	
Evolution Elevator & Escalator Corp.	6750 N Andrews Ave Suite 200 Fort Lauderdale, FL 33309		
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:	RFP-01615	BID/RFP Name:	Maintenance and Repair Services for Conveyance Equipment

DOCUMENT REQUIRED WITH BID SUBMISSION OR UPON REQUEST FROM THE COUNTY FROM BIDDERS WHO HAVE NOT PREVIOUSLY SUBMITTED PLAN UNDER MCC 7360 PLAN.

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

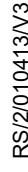


MDC062



Project Name: Maintenance and Repair Services for Conveyance Equipment		Project Number: RFP-01615	Date: 9 / 12 / 222
Carla James	Evolution Elevator & Escalator Corp.	service@evolutionelevator.com	954.678.630C
Contractor Print Name		Contractor Company Name	Email address Phone #

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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

701 NW 1st Court, 16th Floor
Miami, FL 33136 Telephone: 786-469-4227
www.miamidade.gov/housing
Section3@miamidade.gov

Section 3 Language for News Ads, Flyers, and Job Notices

DOCUMENT 00404

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

The following language must be included in all advertisements/solicitations/flyers and advertised according to the scope of services and value of this solicitation.

“This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding and is covered under 24 CFR Part 75, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project’s area.”

For more information on the Section 3 requirements, or to request and application you may contact Public Housing and Community Development (PHCD) Section 3 Coordinator by email at Section3@miamidade.gov, or visit PHCD’s website at <http://www.miamidade.gov/housing/section-3.asp>

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





LETTER OF INTENT TO SUBCONTRACT/SOLICIT SECTION 3 BUSINESSES
DOCUMENT 00406

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that is intended to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

The goal of Section 3 is to ensure that employment and other economic opportunities generated by federal financial assistance for housing and community development programs are directed toward low- and very low-income persons, particularly recipients of government assistance.

Project Name: Maintenance and Repair Services for Conveyance Equipment Project Number: RFP-01615

Contract Award Amount: \$ _____ Date: 9 / 15 / 22 Phone/Fax #: 954-678-6300

From: Carla James President Evolution Elevator & Escalator Corp. service@evolutionelevator.com
Contractor Print Name Contractor Company Name Email address

To: _____
(Subcontractor) Name Business (Subcontractor) Name Phone/Fax #

Please be advised that I intend to subcontract the following work in connection with the above Public Housing and Community Development's project/contract, which is subject to Section 3 requirements:

Type of Work required to be performed by subcontractor	Job Category: Specialty Trade or Service Needed	Type of License Required, if any
	NO SUBCONTRACTING	

(To be completed by subcontractor and submitted at the time of bidding)

If the subcontractor is interested in submitting a bid for a PHCD's project/work awarded to the above named contractor, the subcontractor must complete Section II of this form and return/submit to the contractor within five (5) business days. Otherwise, if not interested or unable to perform work, the subcontractor shall complete the "Certificate of Unavailability" form and return/submit it to the contractor within five (5) days.

Business/subcontractor's Federal Employer Identification # or SS# (last 4-digits): _____

I, _____, of _____,
(Print Name) (Title) (Business Name)

certify, that my business: ☐ Is Certified as Section 3 Business by PHCD
☐ Is not certified, but interested in becoming a certified S3 Business by PHCD

Holds the following State of Florida and/or MDC professional or technical licenses:

License: _____ Expiration Date: ____/____/____

License: _____ Expiration Date: ____/____/____

My business has the sufficient capacity to perform the type of work required, the valid license(s) and/or permit(s) as applicable, the ability to obtain bonding that is consistent with normal industry practice (if applicable), and the ability to meet the bid specifications.

Contractor Signature: Carla James Date: 9 / 15 / 22

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
LIST OF SUBCONTRACTORS UTILIZATION SECTION 3 BUSINESS
DOCUMENT 00430

DOCUMENT REQUIRED WITH BID ON ALL SINGLE AND MULTI-TRADE PROJECTS. Contractor should include information about all subcontracts on this form, and attach documentation to demonstrate the affirmative steps undertaken to solicit and award contracts (where subcontracts are applicable) to Section 3 (S-3) businesses, in accordance with solicitation procedures described in the proposal or bid.

Project Name: Maintenance and Repair Services for Conveyance Equipment	Project #: RFP-01615	Contract Award Amount: \$	Federal ID #: 84-4394787
Contractor Business Name: Evolution Elevator & Escalator Corp.		Address: 6750 N Andrews Ave Ste 200 Fort Lauderdale, FL 33309	
Name of Person Completing Form: Carla James		Email Address: service@evolutionelevator.com	Phone #: 954-678-6300
Contractor's Racial/Ethnicity Code (optional): ☐		S-3 Business: Yes ☐ No ☒	
Will subcontractors be used? Yes ☐ No ☒ If yes, please complete information below for all subcontractors being utilized.			
TOTAL AMOUNT OF SUBCONTRACTS: \$		TOTAL AMOUNT AWARDED TO SECTION 3 BUSINESSES: \$	

Subcontractor (SC) Information: Name, Address, Phone and Fax Numbers	Federal ID #	Section 3 Business Yes/No	Racial/ Ethnic Code**	Contract Amount	Trade, Service or Supply	Competitive or Negotiated Bid

*RACIAL/ETHNIC CODES: 1 - White Americans 2 - Black Americans 3 - Native Americans 4 - Hispanic Americans 5 - Asian/Pacific Americans 6 - Hasidic Jews.



Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
LEMON CITY HUD #5-51

Address:
150 NE 69th
Street, Miami,
FL 33138

Unit Description Manf.:
ThyssenKrupp
Type: Hydraulic Elevator
Stops: 4 Stops
LBS: 2000lbs **FPM:** 100FPM
DC#: 6985 **Serial#:** 69480

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Clean Rust from Tracks/Hangers, Lube/Adjust/Replace Hanging Rollers/Interlock Contacts where needed	\$ 800.00	0.5
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
LEMON CITY HUD #5-51

Address:
150 NE 69th
Street, Miami,
FL 33138

Unit Description Manf.:
ThyssenKrupp
Type: Hydraulic Elevator
Stops: 4 Stops
LBS: 2000lbs **FPM:** 100FPM
DC#: 6986 **Serial#:** 69481

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Clean Rust from Tracks/Hangers, Lube/Adjust/Replace Hanging Rollers/Interlock Contacts where needed	\$ 800.00	0.5
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: EDISON PLAZA HUD #5-56		Address: 200 NW 55th Street, Miami, FL 33127	Unit Description Manf.: ThyssenKrupp Type: Hydraulic Elevator Stops: 6 Stops LBS: 3500lbs FPM: 125FPM DC#: 7009 Serial#: 69504	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
EDISON PLAZA HUD #5-56

Address:
200 NW 55th
Street, Miami,
FL 33127

Unit Description Manf.:
ThyssenKrupp
Type: Hydraulic Elevator
Stops: 6 Stops
LBS: 3500lbs **FPM:** 125FPM
DC#: 7010 **Serial#:** 69505

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: CLAUDE PEPPER TOWERS HUD #5-25

Address:
750 NW 18th
Terrace,
Miami, FL
33136

Unit Description Manf.: Otis
Type: Geared Traction
Elevator
Stops: 12 stops
LBS: 2500lbs **FPM:** 350FPM
DC#: 6964 **Serial#:** 69459

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Hoist Ropes	\$ 7,000.00	2
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$7,000.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: CLAUDE PEPPER TOWERS HUD #5-25

Address:
 750 NW 18th
 Terrace,
 Miami, FL
 33136

Unit Description Manf.: Otis
Type: Geared Traction
 Elevator
Stops: 12 stops
LBS: 2500lbs **FPM:** 350FPM
DC#: 6965 **Serial#:** 69460

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Hoist Ropes	\$ 7,000.00	2
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$7,000.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: HALEY SOFGE TOWERS - BUILDING B

Address:
 750 NW 13th
 Avenue,
 Miami, FL
 33125

Unit Description Manf.:
 ThyssenKrupp
Type: Geared Traction
 Elevator
Stops: 12 stops
LBS: 2000lbs **FPM:** 250FPM
DC#: 6960 **Serial#:** 68455

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace & Adjust Car and Counterweight Roller Guides	\$ 1,960.00	1
2	Adjust Doors to eliminate scraping (No Charge)		
3	Complete Pit Cleandown	\$ 730.00	0.5
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$2,690.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

<u>Building/Property Name:</u> HALEY SOFGE TOWERS - BUILDING B		<u>Address:</u> 750 NW 13th Avenue, Miami, FL 33125	<u>Unit Description Manf.:</u> ThyssenKrupp Type: Geared Traction Elevator Stops: 12 stops LBS: 2500lbs FPM: 250FPM DC#: 6961 Serial#: 68456	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace & Adjust Car and Counterweight Roller Guides	\$ 1,960.00	1	
2	Adjust Doors to eliminate scraping (No Charge)			
3	Complete Pit Cleandown	\$ 730.00	0.5	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$2,690.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: HIGHLAND PARK (HELEN SAWYER PLAZA) HUD #5-57		Address: 71150 NW 11th Street, Miami, FL 33136	Unit Description Manf.: ThyssenKrupp Type: Geared Traction Elevator Stops: 8 Stops LBS: 2000lbs FPM: 200FPM DC#: 7011 Serial#: 69506	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: HIGHLAND PARK (HELEN SAWYER PLAZA) HUD #5-57		Address: 71150 NW 11th Street, Miami, FL 33136	Unit Description Manf.: ThyssenKrupp Type: Geared Traction Elevator Stops: 8 Stops LBS: 2500lbs FPM: 200FPM DC#: 7012 Serial#: 69507	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

<u>Building/Property Name:</u> PALM TOWERS		<u>Address:</u> 950 NW 95th Street, Miami, FL 33150	<u>Unit Description Manf.:</u> ThyssenKrupp Type: Geared Traction Elevator Stops: 11 Stops LBS: 2000lbs FPM: 200FPM DC#: 0949 Serial#: 65073	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Clean & Paint Car Tops - No Charge			
2	Replace Cab Fan	\$350	2 hours	
3	Replace Door Operator Belt - No Charge			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$350.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
 PALM TOWERS

Address:
 950 NW 95th
 Street, Miami,
 FL 33150

Unit Description Manf.:
 ThyssenKrupp
Type: Geared Traction
 Elevator
Stops: 11 Stops
LBS: 2000lbs **FPM:** 200FPM
DC#: 0950 **Serial#:** 65074

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Clean & Paint Car Tops - No Charge		
2	Replace Cab Fan	\$350	2 Hours
3	Replace Door Operator Belt - No Charge		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$350.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
 LITTLE RIVER PLAZA

Address:
 8255 NW
 Miami Court,
 Miami, FL
 33150

Unit Description Manf.:
 ThyssenKrupp
Type: Hydraulic Elevator
Stops: 5 Stops
LBS: 3000lbs **FPM:** 100FPM
DC#: 1988 **Serial#:** 66040

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Safety Edge Covers (No Charge)		
2	Repair Door Open Button (No Charge)		
3	Repair Door Restrictor (No Charge)		
4	Replace Car Top Fan	\$ 350.00	2 Hours
5	Replace Packing	\$ 1,800.00	4 Hours
6	Replace Floor with Diamond Plate Flooring	\$ 3,200.00	1 Day
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$5,350.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name:
 LITTLE RIVER PLAZA

Address:
 8255 NW
 Miami Court,
 Miami, FL
 33150

Unit Description Manf.:
 ThyssenKrupp
Type: Hydraulic Elevator
Stops: 5 Stops
LBS: 2000lbs **FPM:** 100FPM
DC#: 1989 **Serial#:** 66041

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Safety Edge Covers (No Charge)		
2	Rpear Door Open Button (No Charge)		
3	Repair Door Restrictor (No Charge)		
4	Replace Car Top Fan	\$ 350.00	2 Hours
5	Replace Worn Sills	\$ 3,000.00	1 day
6	Repalce Missing Top Floor Sill	\$ 3,000.00	1 day
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$6,350.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT

Building/Property Name: EMMER TURNKEY HUD #5-37

Address:
 7820 N. Miami
 Avenue,
 Miami, FL
 33150

Unit Description Manf.:
 ThyssenKrupp
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 1500lbs **FPM:** 100FPM
DC#: 6989 **Serial#:** 69484

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Packing	\$ 1,800.00	0.5
2	Furnish and Install New Door Buck	\$ 5,720.00	2
3	Install New Guide Shoe Inserts (No Charge)		
4	Replace Subfloor and Install Diamond Plate Flooring	\$ 3,200.00	1
5	Repair Door Open Button (No Charge)		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$10,720.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name:
Term B/C #5

Address:
PortMiami

Unit Description Manf.:
Montgomery/KoneType:
Hydraulic Passenger levator
Stops: 3 Stops
LBS: 3500lbs **FPM:** 100FPM
DC#: 7389 **Serial#:** 69861

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name:
Term. D #1

Address:
PortMiami

Unit Description Manf.: Kone
Type: Geared Traction
Passenger Elevator
Stops: 2 Stops
LBS: 5000lbs **FPM:** 150FPM
DC#: 13036 **Serial#:** 76879

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term F/G #1

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Hydraulic Passenger
Elevator
Stops: 3 Stops
LBS: 4000lbs **FPM:** 150FPM
DC#: 9521 **Serial#:** 71872

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Packing	\$ 1,800.00	4 Hours
2	Shaft Cleandown (No Charge)		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,800.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term F/G 2W

Address:
PortMiami

Unit Description Manf.:
 Montgomery/Kone **Type:**
 Hydraulic Passenger Elevator
Stops: 3 Stops
LBS: 3000lbs **FPM:** 150FPM
DC#: 9373 **Serial#:** 71725

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace Packing	\$ 1,800.00	4 Hours
2	Shaft Cleandown (No Charge)		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,800.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term F/G 2E		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Hydraulic Passenger Elevator Stops: 3 Stops LBS: 3000lbs FPM: 150FPM DC#: 9377 Serial#: 71729	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Packing	\$ 1,800.00	4 Hours	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term. G#1		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Hydraulic Passenger Elevator Stops: 3 Stops LBS: 4000lbs FPM: 100FPM DC#: 9378 Serial#: 71730	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term. J#1		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Kone Type: Hydraulic Passenger Elevator Stops: 2 Stops LBS: 3500lbs FPM: DC#: 7128 Serial#: 69619	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term J#2

Address:
PortMiami

Unit Description Manf.: Kone
Type: Electric Traction Gearless
MRL Passenger Elevator
Stops: 2 Stops
LBS: 5000lbs FPM:
DC#: 13037 Serial#: 76919

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Parking Garage C #2		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Kone Type: Electric Geared Traction Elevator Stops: 6 LBS: 4000lbs FPM: 200FPM DC#: 10298 Serial#: 72910	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Parking Garage C # 1SW

Address:
PortMiami

Unit Description Manf.: Kone
Type: Electric Geared Traction
Elevator **Stops:** 6
LBS: 4000lbs **FPM:** 200FPM
DC#: 10299 **Serial#:** 72911

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Parking Garage C #4SE		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Kone Type: Electric Geared Traction Elevator Stops: 6 LBS: 4000lbs FPM: 200FPM DC#: 10300 Serial#: 79212	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Parking Garage C #3NE		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Kone Type: Electric Geared Traction Elevator Stops: 6 LBS: 4000lbs FPM: 200FPM DC#: 10301 Serial#: 72913	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Parking Garage East #3SE		Address: PortMiami	Unit Description Manf.: Kone Type: Hydraulic Elevator Stops: 4 Stops LBS: 3500lbs FPM: 100FPM DC#: 9183 Serial#: 71536	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Packing	\$ 1,800.00	4 Hours	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,800.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Parking Garage East #2NE		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Kone Type: Hydraulic Elevator Stops: 4 Stops LBS: 3500lbs FPM: 100FPM DC#:9184 Serial#: 71537	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Packing	\$ 1,800.00	4 Hours	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name:
RCCL 1050 Bldg #1R

Address:
PortMiami

Unit Description Manf.: Kone
Type: Electric Geared Traction
Elevator
Stops: 6 Stops
LBS: 3000lbs **FPM:** 350FPM
DC#: 7551 **Serial#:** 69994

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

Building/Property Name:
RCCL 1050 Bldg #3L

Address:
PortMiami

Unit Description Manf.: Kone
Type: Electric Geared Traction Elevator
Stops: 6 Stops
LBS: 3000lbs **FPM:** 350FPM
DC#: 7553 **Serial#:** 69996

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: RCCL 1050 Bldg #2C	Address: PortMiami	Unit Description Manf.: Kone Type: Electric Geared Traction Elevator Stops: 6 Stops LBS: 3000lbs FPM: 350FPM DC#: 7552 Serial#: 69995

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: RCCL 1050 Bldg #4F	Address: PortMiami	Unit Description Manf.: Kone Type: Electric Geared Traction Elevator Stops: 6 Stops LBS: 3000lbs FPM: 350FPM DC#: 7554 Serial#: 69997

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> RCCL 1080 Bldg #1L		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Electric Geared Traction Elevator Stops: 6 Stops LBS: 3500lbs FPM: 350FPM DC#: 8095 Serial#: 70479	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> RCCL 1080 Bldg #2C		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone	
			Type: Electric Geared Traction Elevator	
			Stops: 6 Stops	
			LBS: 3500lbs FPM: 350FPM	
			DC#: 8096 Serial#: 70480	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> RCCL 1080 Bldg #3R		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Electric Geared Traction Elevator Stops: 6 Stops LBS: 3500lbs FPM: 350FPM DC#: 8097 Serial#: 70481	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> RCCL 1080 Bldg #4F		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Electric Geared Traction Elevator Stops: 7 Stops LBS: 3500lbs FPM: 350FPM DC#: 8098 Serial#: 70482	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term. B/C #1E

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Glass Escalator
DC#: 7390 Serial#: 69862

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term. B/C #2W		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Glass Escalator DC#: 7391 Serial#: 69863	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term. F #2W		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Glass Escalator DC#: 9519 Serial#: 71870	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Two Handrails	\$ 9,800.00	16 Hours	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$9,800.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term. F/G #1		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Escalator DC#: 5234 Serial#: 68158	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Out of Service at time of Survey			
2	Repair Demarcation Lights	\$ 1,080.00	4 Hours	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,080.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term F/G #2E

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Glass Escalator
DC#: 9517 **Serial#:** 71868

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term F/G #3E		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Glass Escalator DC#: 9518 Serial#: 71869	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Both Handrails	\$ 9,800.00	16 Hours	
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$9,800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term F/G #2W

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Glass Escalator
DC#: 9376 Serial#: 71728

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Demarcation Lights not Working	\$ 1,080.00	2 Hours
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,080.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term F/G #3W		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Glass Escalator DC#: 9372 Serial#: 71724	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Repair Demarcation Lights	\$ 1,080.00	2 Hours	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,080.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term G#1

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Glass Escalator
DC#: 5235 Serial#: 68159

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Repair Demarcation Lights	\$ 1,080.00	2 Hours
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
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14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,080.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

Building/Property Name: Term G#2E

Address:
PortMiami

Unit Description Manf.:
Montgomery/Kone
Type: Glass Escalator
DC#: 9374 Serial#: 71726

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Repair Demarcation Lights	\$ 1,080.00	2 Hours
2	Replace Handrail	\$ 4,900.00	8 Hours
3			
4			
5			
6			
7			
8			
9			
10			
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12			
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14			
15			
16			
17			
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19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$5,980.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term G#3E		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Glass Escalator DC#: 9375 Serial#: 71727	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace Both Handrails	\$ 9,800.00	16 Hours	
2				
3				
4				
5				
6				
7				
8				
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10				
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17				
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$9,800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PORTMIAMI

<u>Building/Property Name:</u> Term J#1		<u>Address:</u> PortMiami	<u>Unit Description</u> Manf.: Montgomery/Kone Type: Escalator DC#: 7129 Serial#: 69620	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Replace 1 Handrail	\$ 4,900.00	8 Hours	
2	Repair Demarcation Lights	\$ 1,080.00	2 Hours	
3	Adjust Steps (No Charge)			
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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16				
17				
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19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$5,980.00	

 ATTACHMENT 2 - MONTHLY FEE SCHEDULE REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT						
GROUP 1: PUBLIC HOUSING & COMMUNITY DEVELOPMENT						
Item No.	Unit Description/Location	# of units	Covered Services			Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)	Preventative Maintenance Monthly Fee (Per Unit)	
1.1	LEMON CITY HUD #5-51, 150 NE 69th Street, Miami, FL 33138, 12 Months (Critical) Exam Frequency Weekly, Two (2) Hydraulic Elevators, 4 Stops, 2000lbs, 100FPM, DC#6985 SS#69480 & DC#6986 SS#69481	2	\$ 75.00	\$ 125.00	\$ 250.00	\$ 900.00
1.2	EDISON PLAZA HUD #5-56, 200 NW 55th Street, Miami, FL 33127, 12 Months (Critical) Exam Frequency Weekly, Two (2) Hydraulic Elevators, 6 Stops, 3500lbs, 125FPM, DC#7009 SS#69504 & DC#7010 SS#69505	2	\$ 75.00	\$ 125.00	\$ 250.00	\$ 900.00
1.3	CLAUDE PEPPER TOWERS HUD #5-25, 750 NW 18th Terrace, Miami, FL 33136, 12 Months (Critical) Exam Frequency Bi-Weekly, Two (2) Geared Traction Elevators, 12 stops, 2500lbs, 350FPM, DC#6964 SS#69459 & DC#6965 SS#69460	2	\$ 300.00	\$ 200.00	\$ 650.00	\$ 2,300.00
1.4	HALEY SOFGE TOWERS - BUILDING B, 750 NW 13th Avenue, Miami, FL 33125, Item 3.8-12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 12 stops, 2000lbs, 250FPM, DC#6960 SS#68455	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.5	HALEY SOFGE TOWERS - BUILDING B, 750 NW 13th Avenue, Miami, FL 33125, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 12 stops, 2500lbs, 250FPM, DC#6961 SS#68456	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.6	HIGHLAND PARK (HELEN SAWYER PLAZA) HUD #5-57, 71150 NW 11th Street, Miami, FL 33136, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 8 Stops, 2000lbs, 200FPM, DC#7011 SS#69506	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.7	HIGHLAND PARK (HELEN SAWYER PLAZA) HUD #5-57, 71150 NW 11th Street, Miami, FL 33136, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 8 Stops, 2500lbs, 200FPM, DC#7012 SS#69507	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.80	PALM TOWERS, 950 NW 95th Street, Miami, FL 33150, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 11 Stops, 2000lbs, 200FPM, DC#0949 SS#65073	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.9	PALM TOWERS, 950 NW 95th Street, Miami, FL 33150, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 11 Stops, 2000lbs, 200FPM, DC#0950 SS#65074	1	\$ 300.00	\$ 200.00	\$ 650.00	\$ 1,150.00
1.10	LITTLE RIVER PLAZA, 8255 NW Miami Court, Miami, FL 33150, Item 3.19-12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 5 Stops, 3000lbs, 100FPM, DC#1988 SS#66040	1	\$ 75.00	\$ 125.00	\$ 250.00	\$ 450.00
1.11	LITTLE RIVER PLAZA, 8255 NW Miami Court, Miami, FL 33150, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 5 Stops, 2000lbs, 100FPM, DC#1989 SS#66041	1	\$ 75.00	\$ 125.00	\$ 250.00	\$ 450.00
1.12	EMMER TURNKEY, HUD #5-37, 7820 N. Miami Avenue, Miami, FL 33150, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 3 Stops, 1500lbs, 100FPM, DC#6989 SS#69484	1	\$ 75.00	\$ 125.00	\$ 250.00	\$ 450.00
Total Number of Elevators/Escalators:		15	Total Group 1:			\$ 12,350.00

Rates for Additional Services		
Elevator Mechanic's Helper		Hourly Rate
a)	During Regular Working Hours	\$ 140.00
b)	During other than regular working hours, Saturdays, and Sundays.	\$ 238.00
c)	During Holidays	\$ 238.00
Elevator Mechanic		Hourly Rate
d)	During Regular Working Hours	\$ 225.00
e)	During other than regular working hours, Saturdays, and Sundays.	\$ 382.50
f)	During Holidays	\$ 382.50
Elevator Foreman/Adjuster		Hourly Rate
g)	During Regular Working Hours	\$ 225.00
h)	During other than regular working hours, Saturdays, and Sundays.	\$ 382.50
i)	During Holidays	\$ 382.50
Material Rates for Additional Services		% Mark-Up (Not to Exceed 20%)
a)	Mark-Up Percentage	14.00%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

ATTACHMENT 2 - MONTHLY FEE SCHEDULE

REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 7: PortMiami						
Item No.	Unit Description/Location	# of units	Covered Services		Preventative Maintenance Monthly Fee (Per Unit)	Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)		
7.1	Term B/C #5, One (1) Montgomery/Kone Hydraulic Passnger Elevator, SS#69861/ DC# 7389, 3500lbs, 100FPM, 3 stop/3 front openings, Manufacturer ID# 65560.	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 450.00
7.2	Term D #1, One (1) Kone Electric Geared Traction Passenger Elevator, SS#76879/ DC# 13036, 5000lbs, 150FPM, 2 stop/2 front openings, Manufacturer ID# 9059808.	1	\$ 200.00	\$ 150.00	\$ 650.00	\$ 1,000.00
7.3	Term F/G #1, One (1) Montgomery/Kone Hydraulic Passenger Elevator, SS#71872/DC# 9521, 4000lbs, 150FPM, 3 sops/4 front/rear openings, Manufacturer ID# 97338.	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 450.00
7.4	Term F/G #1, 2W, 2E, Two (2) Montgomery/Kone Hydraulic Passenger Elevator, SS71725, 71729/DC# 9373, 9377, 3000lbs, 150FPM, 3 stops/3 front openings, Manufacturer ID# 97337, 97336.	2	\$ 100.00	\$ 100.00	\$ 250.00	\$ 900.00
7.5	Term G #1, One (1) Montgomery/Kone Hydraulic Passnger Elevator, SS# 71730/DC# 9378, 4000lbs, 100FPM, 3 stops/4 front/rear openings, Manufacturer ID# 97335.	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 450.00
7.6	Term J #1, One (1) Kone Hydraulic Passenger Elevator, SS# 69619/DC# 7128, 3500lbs, 2 stops/2 front openings, Manufacturer ID#	1	\$ 100.00	\$ 100.00	\$ 250.00	\$ 450.00
7.7	Term J #2, One (1) Kone Electric Traction Gearless MRL Passenger Elevator, SS# 76919/DC# 13037, 5000lbs, 2 stops, 2 front openings, Manufacturer ID# 9059808.	1	\$ 200.00	\$ 150.00	\$ 650.00	\$ 1,000.00
7.8	Parking Garage C #2, 1SW, 4SE, 3NE, Kone Electric Geared Traction Elevator, SS# 72910, 72911, 79212, 72913/DC# 10298, 10299, 10300, 10301, 4000lbs, 200FPM, 6 stop/6 front openings, Manufacturer ID#	4	\$ 250.00	\$ 150.00	\$ 850.00	\$ 5,000.00
7.9	Parking Garage G East #3SE, 2NE, Kone Hydraulic Elevator, SS#71536, 71537/DC# 9183, 9184, 3500lbs, 100FPM, 4 stops, 4 front openings, Manufacturer ID# 95881, 95880	2	\$ 100.00	\$ 100.00	\$ 250.00	\$ 900.00
7.10	RCCL 1050 Bldg #1R, 3L, , Kone Electric Geared Traction Passenger Elevator, SS# 69994, 69996/DC# 7551, 7553, 3000lbs, 350FPM, 6 stops, 6 front openings, Manufacturer ID# 66818, 66820	2	\$ 200.00	\$ 150.00	\$ 650.00	\$ 2,000.00
7.11	RCCL 1050 Bldg #2C, 4F, Kone Electric Geared Traction Passenger Elevator, SS# 69995, 69997/DC# 7552, 7554, 3000lbs, 350FPM, 6 stops, 9 front/rear openings, Manufacturer ID# 66819, 66891	2	\$ 200.00	\$ 150.00	\$ 650.00	\$ 2,000.00
7.12	RCCL 1080 Bldg #1L, 2C, 3R, Montgomery/Kone Electric Geared Traction Passenger Elevator, SS# 70479, 70480, 70481, 70482/DC# 8095, 8096, 8097, 3500lbs, 350FPM, 6 stops, 6 front openings, Manufacturer ID# 79390, 79391, 79392	3	\$ 200.00	\$ 150.00	\$ 650.00	\$ 3,000.00
7.13	RCCL 1080 Bldg #4F, Montgomery/Kone Electric Geared Traction Passenger Elevator, SS# 70482/DC# 8098, 3500lbs, 350FPM, 7 stops, 7 front openings, Manufacturer ID# 79393	1	\$ 250.00	\$ 150.00	\$ 850.00	\$ 1,250.00
71.4	Term B/C #1E, 2W, Montgomery/Kone Glass Escalator, SS# 69862, 69863/DC# 7390, 7391, 90FPM, Manufacturer ID# 65549, 65548	2	\$ 250.00	\$ 150.00	\$ 850.00	\$ 2,500.00
7.15	Term F 2W, Montgomery/Kone Glass Escalator, SS# 71870/DC# 9519, Manufacturer ID# 97333	1	\$ 250.00	\$ 150.00	\$ 850.00	\$ 1,250.00
7.16	Term F/G #1, , Montgomery/Kone Escalator, SS# 68158 DC# 5234, Manufacturer ID# 97344	1	\$ 250.00	\$ 150.00	\$ 850.00	\$ 1,250.00
7.17	Term F/G #2E, 3E, 2W, 3W, Montgomery/Kone Glass Escalator, SS# 71868, 71869, 71728, 71724/DC# 9517, 9518, 9376, 9372, Manufacturer ID# 97331, 97332, 97330, 97329	4	\$ 250.00	\$ 150.00	\$ 850.00	\$ 5,000.00
7.18	Term G #1, Montgomery/Kone Escalator, SS# 68159/DC# 5235, Manufacturer ID# 97343	1	\$ 250.00	\$ 150.00	\$ 850.00	\$ 1,250.00
7.19	Term G #2E, 3E, Montgomery/Kone Glass Escalator, SS# 71726, 71727/DC# 9374, 9375, Manufacturer ID# 97327, 97328	2	\$ 250.00	\$ 150.00	\$ 850.00	\$ 2,500.00
7.20	Term J #1, Montgomery/Kone Escalator, SS# 69620/DC# 7129, Manufacturer ID# 61018	1	\$ 250.00	\$ 150.00	\$ 850.00	\$ 1,250.00
	Total Number of Elevators/Escalators:	34	Total Group 4: \$ 33,850.00			

Rates for Additional Services		
Elevator Mechanic's Helper		
a) During Regular Working Hours	\$	140.00
b) During other than regular working hours, Saturdays, and Sundays.	\$	238.00
c) During Holidays	\$	238.00
Elevator Mechanic		
d) During Regular Working Hours	\$	225.00
e) During other than regular working hours, Saturdays, and Sundays.	\$	382.50
f) During Holidays	\$	382.50
Elevator Foreman/Adjustor		
g) During Regular Working Hours	\$	225.00
h) During other than regular working hours, Saturdays, and Sundays.	\$	382.50
i) During Holidays	\$	382.50
Material Rates for Additional Services		
a) Mark-Up Percentage	% Mark-Up (Not to Exceed 20%)	
	14%	

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

Maintenance and Repair Services for Conveyance Equipment
Contract No. RFP No. 01615

THIS AGREEMENT for the provision of Maintenance and Repair Services for Conveyance Equipment, made and entered into as of this _____ day of _____ by and between SW Elevators, LL. , a corporation organized and existing under the laws of the State of Delaware, having its principal office at 301 Commerce Street, Suite 2360, Fort Worth, TX (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Maintenance and Repair Services for Conveyance Equipment, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 01615 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated July 28, 2021, (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Certified Elevator Technician", "Certified Elevator Inspector", or Technician to mean a natural person authorized by the State of Florida, Department of Business & Professional Regulation to construct, install, maintain, or repair Conveyance Equipment.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean SW Elevators, LLC. and its permitted successors.
- f) The words "Conveyance Equipment" to mean any of the following: elevators, escalators, dumbwaiters, , moving walks, conveyors, people movers, wheelchair lifts, and all related equipment.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

- j) The words "Force Majeure" mean the occurrence of any of the following events that solely and directly causes the Party claiming Force Majeure to be unable to comply with, all of its obligations under this Agreement: (a) act of the public enemy, quarantine restriction, wars, insurrection, hostilities, acts of terrorism, riots, or revolutions or civil commotions; (b) strikes, (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting performance under the Contract. No condition existing on the Effective Date of the Agreement shall constitute the basis for an assertion of Force Majeure by the Contractor. In addition, to obtain relief under the Force Majeure provision of the Agreement, the Contractor shall be required to notify the County in writing within fifteen (15) days of the commencement of the Force Majeure event. To the extent the Contractor alleges that an event of Force Majeure prevents it from performing all of its obligations under this Contract, the County shall be excused from making payment to the Contractor during the period of the Contractor's non-performance on the basis of an alleged Force Majeure.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The word "Modernization" to mean the replacement or upgrading of the controller and other critical parts in order to integrate new technology improve performance, and meet the latest adopted safety codes and industry standards.
- m) The words "Notice to Proceed" to mean a written authorization issued by the County authorizing the Contractor to commence Work under this agreement.
- n) The words "Preventative Maintenance" or "Maintenance" to mean scheduled, routine services as described by Appendix B, "Technical Specifications" of this agreement and The Contractor's developed Maintenance Control Program.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- q) The words "Service Calls" to mean notifications placed by the County to request the dispatch of a mechanic or a technician to respond to an urgent need, twenty-four (24) hours per day, seven (7) days a week.
- r) The words "Standby Services", to mean the presence of a Technician(s) on a County-defined location(s) to be available for possible Conveyance Equipment shutdowns and emergency situations. Urgent needs for service calls include, but are not limited to equipment failures, urgent repairs, or other deficiencies.
- s) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- t) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Services (as may be negotiated); 3) addenda to the RFP; 4) attachments and exhibits to the Request for Proposal; 4) the Request for Proposal; and 5) the Successful Proposer's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for an additional five (5) period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention: Nick Ortiz
Phone: 305-375-3912
E-mail: Nicolas.Ortiz@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: James Evans
Phone: 305-909-6318
E-mail: jevans@southwestelevator.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Attachments 1 and 2. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. ANNUAL PRICE ADJUSTMENT

The County may consider a price adjustment to the prices on Attachment 2, Monthly Fee Schedule. The County's decision to grant or deny a price adjustment may be based on any of the following criteria, including, but not limited to, the County's ability to pay increased prices or the County's satisfaction with the Contractor's performance (even if the Contractor disputes the County's reasons for

dissatisfaction with the Contractor's performance). Regardless of the County's ability to pay, or the Contractor's performance under this Agreement, the Contractor shall not be entitled to rely upon or expect price adjustments under this Article in exchange for its continued performance under this Agreement. Any price adjustments granted by the County, in its sole, exclusive, and unlimited discretion, shall become effective on {DATE} of the year in which the price adjustment is granted. To the extent the County agrees to grant a price adjustment, the annual price adjustment will be calculated as a weighted average of (a) the material component – computed as the increase or decrease in the latest available Producer Price Index – Industry Data for Elevator and Moving Stairway Manufacturing published by the Bureau of Labor Statistics of the United States Department of Labor for {Month} of such year, as compared with such index for {Month} of the previous contract year; and (b) the labor component – computed as the increase or decrease in the Mechanic labor rate published by the Elevator Contractors of America, Inc. (E.C.A.) for international Union of Elevator Constructors, Local #71, Miami, Florida for such year, as compared with the labor rate used for the previous year. The weighting of the material component shall be fifteen percent (15%) of the annual price adjustment and the labor component shall be eighty-five percent (85%) of the annual adjustment. By way of example only and assuming the target weighting, if the material component for any year increases by four percent (4%) and the labor component increases by two percent (2%) then the annual price adjustment for such year shall be two and three-tenths percent (2.3%) computed as $((.04 \times .15) + (.02 \times .85) = .023)$. If the aforementioned calculation yields a price adjustment of greater than five percent (5%), the County will grant the Contractor a price adjustment of five

ARTICLE 9. INVOICING

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 2 – Monthly Fee Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Contractor shall submit, with each monthly invoice, a copy of the MCP checklist that has been signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. The Contractor's failure to provide a copy of the MCP checklist for any number of Conveyance Equipment, or providing MCP checklist(s) with partially completed tasks, will result in the County not paying the preventative maintenance monthly cost for those specific Conveyance Equipment.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10 DEDUCTIONS

The following deductions are being applied rather than penalties as a method of payment for incomplete/subpar service:

a) COVERED REPAIRS: If the Contractor fails to provide Covered Repairs services as defined by this Contract for any Unit(s), the County will not pay for Covered Repairs on Attachment 2, Monthly Fee Schedule, for that/those Unit(s) for the month(s) during which Covered Repairs were not performed.

b) SERVICE CALLS: If the Contractor fails to respond to Service Calls as defined by this contract for any Unit(s), the County will deduct from the amount delineated for Service Calls on Attachment 2, Monthly Fee Schedule, for that/those unit(s) for the subject month(s), based on the following schedule:

- Up to one (1) hour late response: 50% Deduction from the service call amount for the affected unit(s).
- More than (1) hour late response: 100% Deduction from the service call amount for the affected unit(s).

Note: if a Service Call is placed due to an entrapment, Contractor shall respond within one (1) hour of being notified, regardless of the day or the time of the day. If the Contractor fails to respond within one (1) hour of being notified, a 100% deduction from the service call amount for the affected unit(s) will be deducted for the subject month(s).

c) PREVENTATIVE MAINTENANCE: If the Contractor fails to complete ALL Preventative Maintenance tasks delineated in the MCP, or fails to submit the MCP checklist that has been signed by the applicable County Staff as described under Article 9, "Invoicing", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 2 for that/those specific Unit(s) during the month(s) in which the MCP was not completed. For clarity, partial performance of the MCP task list will result in the County not paying the Preventative Maintenance fee. All MCP tasks shall be completed in order for the Contractor to receive payment of the Preventative Maintenance fee.

ARTICLE 11 CONTRACT ENFORCEMENT

Both Parties agree that failure to complete the Existing Deficiency Correction or any other Repairs may subject the Contractor to liquidated damages in the amount of \$500 for each and every calendar day the Work remains incomplete. For example, if the Contractor and the County agree that a repair is to be completed in Three (3) days, from the date of the acceptance of a proposal, and such repair gets completed in Five (5) days; then the County may impose \$1000 (\$500 X 2) as liquidated damages. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the Work, the County shall have the right to deduct said liquidated damages from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor. Contractor understands and agrees that it would be difficult or impossible to determine with precision the amount of damages incurred by the County for the Contractor's lack of performance or delays in repairs; therefore, both parties agree that the liquidated damages under this agreement do not constitute a penalty but rather a fair and reasonable estimation of the County's damages for delays.

ARTICLE 12 EXCUSABLE DELAY

A. Upon providing the County notice and reasonably full particulars of an event of Force Majeure in writing, the Contractor shall not be liable for any delay or failure to perform to the extent caused by such event of Force Majeure. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any order subject to such delay by providing to the Contractor prompt written notice of its election, provided that, such cancellation or rescheduling shall apply only to that portion of the order affected by the foregoing circumstances and the balance of the order shall continue in full force and effect.

B. The Contractor shall not be liable for any delay or failure to perform the Work in the event that the Contractor is actually and necessarily delayed in the progress of the Work as a result of the act, neglect or failure of the County, another County contractor, a utility, governmental entity, or local agency (which act, neglect or failure occurs for reasons outside of the Contractor's control), hereinafter referred to as "Excusable Delay." In case of an Excusable Delay, the County will extend the contractual Work Completion Date of the Work proportionate to the delay (hereinafter "Extension of Time"). The Contractor shall submit a request for such an extension immediately after the time when Contractor knows or should reasonably have known the cause for which it may claim an

Extension of Time, including the expected duration of the delay and its effect on the completion and milestone dates of the delayed part of the Work.

ARTICLE 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
5. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the

certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the

proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set

forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Attachments 1 and 2.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or

- viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration
The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal

Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this

Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as

amended.

- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to

recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises

any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. RESPONSIBLE WAGES

Pursuant to Section 2-11.16 of the County Code, responsible wages applies to competitively bid County contracts in excess of \$100,000 for the construction of public buildings or public works, whether on publicly-owned or privately-owned land. Responsible Wages also apply to privately-funded construction of buildings, whether privately-owned or publicly-owned, located on County-owned land where the construction cost is equal to or greater than \$1 million. The provisions of Section 2-11.16 of the County Code stipulates that for construction contracts valued greater than \$100,000, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45. REQUIREMENTS APPLICABLE TO GROUP 1 (PUBLIC HOUSING AND COMMUNITY DEVELOPMENT) ONLY

- A. Section 60-250-4, Section 60-7414.4 of Title 4 of the United State Code, which address Affirmative Action requirements for handicapped workers.
- B. This Group is exempted from the following requirements: Section 4.4 of the RFP, "Local Certified Veteran Business Enterprise Preference", Section 4.7 of the RFP, "Local Preference", Inspector General Audit Review Fees per Article 32 of this Agreement, "Inspector General Reviews, and Article 39 of this Agreement, "County User Access Program".
- C. Contractor shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County

certified copies of their payroll whenever requested, allow the County to perform interviews with its work force and allow the County to inspect their payroll as it may deem necessary.

- D. Contractor shall comply with the Dade County Pollution Control Ordinance as described in Chapter 24 of the Miami-Dade Code. This ordinance is part of the Work scope by reference and may be obtained through the Regulatory and Economic Resources Department (RER).
- E. Work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 701u (Section). (See Appendix C, Group 1 (Public Housing and Community Development) Requirements.
- F. Contractor shall comply with Housing and Urban Development (HUD) regulations in 24 CFR Part 135, which implements Section 3. The parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with CFR, Part 135 regulations.
- G. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising such labor organization or representative of workers of the Contractor's commitment under this Article, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each Job, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the Work shall begin.
- H. The Contractor agrees to include the requirements of this Article in every subcontract subject to be in compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor who the Contractor knows is in violation of the regulations in 24 CFR Part 135.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is recommended but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- J. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- K. With respect to Work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act 925 U.S.C. 450e) also applied to Work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- L. Required forms, see Appendix C, Group 1 (Public Housing and Community Development) Requirements":

HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)

This provision is designed to provide information to prospective Contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

Certifications and Representations of Offerors Non-Construction Contract (Form HUD- 5369-C)

Form HUD-5369-C includes clauses required by OMS's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

General Conditions for Non-construction Contracts Section 1- (with or without Maintenance Work)(Form HUD-5370-C)

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

ARTICLE 46. REQUIREMENTS APPLICABLE TO GROUP 2 (AVIATION DEPARTMENT) ONLY

- A. All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Contractor(s) shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Contractor's personnel will be required to obtain Aviation Department identification cards prior to commencing Work and will be subject to extensive background check prior to issuance of the card. The employer will be required to issue a written request for each employee. The Contractor will not be authorized to begin Work until their required personnel is fully badged, including a picture MDAD ID with Customs Seal.

1. No Contractor or its employees shall commence any Work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Safety and Security/ID Section.
2. All personnel working at the Miami-Dade Aviation Department shall obtain a Photo Identification Badge.
3. All badges shall be worn on outer garments so as to be clearly visible.
4. All badges shall be returned to the Safety and Security/ID Section upon completion of the project.
5. Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training and Aircraft Operations Area driving class provided by MDAD Operations Division. SIDA training is regularly provided by Safety and Security/ID Section.

B. When performing Work at MDAD, the Contractor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the Contractor's access gate and then will be escorted to and from each area of Work that traverses the aircraft operating area. The Department shall monitor the placement of the Contractor's equipment at each location. Upon completion of the Work, the Contractor shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating area.

1. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Driver's License or other State License authorized to drive in the State of Florida.
2. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
3. A driver with a Non-Photo I.D. Badge issued by Landside, must secure an AOA escort before being allowed to drive on the ramp.
4. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of driver's license.

C. Ramp Permits

1. Vehicles will not be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
2. Vehicles shall be clearly marked with the Company name and logo.
3. Vehicles may only enter the AOA through designated Miami-Dade Aviation Department Guard Gates.
4. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate, such vehicles shall not be permitted to operate within the AOA without MDAD Escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operation Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the company name to ensure positive identification while on the AOA.

D. Airport Operations Area – Right of Search

1. It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the Airport Operations Area (AOA) of the Airport.
2. The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent to Search Form, which is accepted by the Department. Persons not executing such Consent to Search Form shall not be employed by the Contractor for any project.
3. It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within ninety (90) days follow the County's receipt of a request for a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

ARTICLE 47. REQUIREMENTS APPLICABLE TO GROUP 3 (DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS) ONLY

A. Routine maintenance requiring a shutdown shall not be performed during peak transit hours, as follows:

- 6:30 a.m. to 9:30 a.m.
- 4:00 p.m. to 7:00 p.m.

B. If Conveyance Equipment is shut down for routine maintenance during non-peak hours, the Technician shall assist handicapped passengers in gaining access via the Conveyance Equipment, to the extent that such access is deemed safe.

C. If routine maintenance requires the shutdown of Conveyance Equipment, whereby the Conveyance Equipment will be rendered unusable for handicap access, County contact persons, a list of which will be provided to the Contractor following the Contract Date, shall be notified by a phone call or email prior to the shutdown.

ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

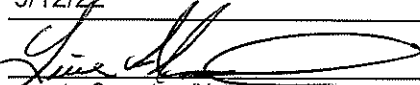
ARTICLE 49. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

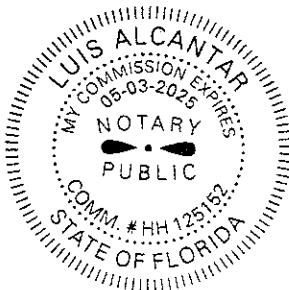
Miami-Dade County

By: 
Name: James Evans
Title: Regional Manager
Date: 9/12/22
Attest: 
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**1.0 INTENT**

To provide all labor, material, equipment, tools, parts, overhead, travel time, and any other cost to the Contractor necessary for the performance of preventative maintenance, repairs, modernization, and inspections. This is an all-inclusive maintenance and repair contract; all costs shall be included in the fees unless specifically excluded.

1.1 LICENSING

The Contractor and its applicable employees shall hold, and maintain for the term of this contract, the following qualifications:

- A. The Contractor's mechanics and/or technicians shall hold certificate(s) of competency as certified elevator technician(s) or as certified elevator inspector(s), issued by the State of Florida's Department of Business and Professional Regulation; as required by Florida Statute Chapter 399 as amended from time to time.
- B. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the Contractor to perform the Work required by this contract.

1.2 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)

The Contractor shall complete all the agreed upon repairs that are needed to ensure all Conveyance Equipment is restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes, as specifically delineated in Attachment 1, Existing Deficiency Correction Form.

Any existing deficiency not identified on Attachment 1, Existing Deficiency Correction Form, will be considered a Covered Service, as defined in Section 1.4, no additional compensation for such deficiency correction will be made.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract. Prices agreed upon on Attachment 1, Existing Deficiency Correction Form, will not be applicable once those specific one-time repairs have been completed.

1.3 CHANGE PROPOSALS

If after the deficiency corrections Work commences, the Contractor believes that it will exceed the amount or time agreed upon on Attachment 1, Existing Deficiency Correction Form, due to Unforeseeable Site Conditions; the Contractor must notify the County of the Unforeseeable Site Conditions and provide the County with a detailed change proposal to address such conditions. The County will verify the Contractor's change proposal and may approve or reject such proposal at the County's sole discretion.

1.4 COVERED SERVICES

The Contractor will be paid a fixed monthly fee for services defined as "Covered Services" by this section. For Clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. The Covered Services monthly fee shall be inclusive of all material, labor, travel time, and equipment that is required to provide the services. The County will begin payment of the fixed monthly fees immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 2, Monthly Fee Schedule. In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

A. Covered Repairs:

Covered repairs are the repairs of conveyance equipment that are specified in Appendix B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 2, Monthly Fee Schedule, and will not receive additional compensation for the completion of any covered repairs. Once covered repairs are identified the County and

the Contractor will establish an agreed upon schedule of completion.

B. Service Calls:

The Contractor shall respond to service calls twenty-four (24) hours per day, seven (7) days a week. During regular working hours, Monday through Friday 7:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 2, Monthly Fee Schedule, is inclusive of unlimited number of service calls available to the County.

1.5 MONTHLY PREVENTATIVE MAINTENANCE

A. Maintenance Control Program

A written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of contract award, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevator and Escalators (the Code) and all other applicable laws for each unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days. The County may require the Contractor to attend a meeting(s) in order to reach a MCP that is Code compliant. The County, at its sole discretion, may terminate the Contract if the Contractor is unable to provide a MCP that is acceptable to the County within three (3) months of the receipt of the notice to proceed. The Contractor may, at the County's sole discretion, be required to participate in a County standardized MCP software program, at no additional cost to the County. Contractor shall submit, with each monthly invoice, a record of the completion of all maintenance tasks as required by this contract, signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. Until an agreed upon MCP is in place, the Contractor will be responsible for the performance of preventative maintenance in accordance with the minimums as delineated in the Code.

B. Preventative Maintenance

The Contractor shall perform the monthly preventative maintenance tasks in accordance with the MCP as described in this section. The Contractor's failure to complete the monthly preventative maintenance tasks, for any number of Conveyance Equipment, will result in the County not paying the monthly fee(s) associated with those unit(s) and/or assessing deductions per Article 10 of the contract. Repeated failures of completing the monthly preventative maintenance tasks may result in the County terminating the contract and assessing damages. The County will compensate the Contractor for this service in accordance with Attachment 2, Monthly Fee Schedule. Prices agreed upon on Attachment 2, Monthly Fee Schedule must be inclusive of all labor, material, travel time, and equipment that is necessary to maintain the Conveyance Equipment in accordance with the requirements of this Agreement.

C. Dormant Service

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor follow a modified MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit by Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

1.6 STANDBY SERVICES

The County may request, at its sole discretion, and the Contractor shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment. Contractor is to bill the County in accordance with the hourly rates established on Attachment 2, Monthly Fee Schedule.

1.7 MODERNIZATION

The County reserves the right to modernize any Conveyance Equipment under this contract. At any time that Conveyance Equipment is identified for modernization, the County may in its sole discretion, competitively advertise the modernization and remove the Conveyance Equipment from the contract. In the event, the County chooses to modernize equipment under this contract, the County shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor.

1.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 1.2, "Existing Deficiency Correction", Section 1.4 "Covered Services," or Section 1.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. For the purpose of this solicitation, "Additional Services" are defined as follows:

- A. Maintenance of cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Contractor, such cost shall be borne by the Contractor, at no cost to the County. The Contractor shall be obligated to advise the County within 24 hours from the discovery of any condition which may adversely affect the above equipment, the correction of which is not within the Contractor's control.
- B. Repair or replacement that is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the conveyance equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

Compensation for Additional Services, as defined by this Article, shall be calculated as follows:

- 1. Labor Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the hourly labor rates for Additional Services as agreed upon on Attachment 2, Monthly Fee Schedule.
- 2. Material Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).
- 3. Subcontracted Work: when preparing a proposal for services that are performed by subcontracted vendors, Contractors shall use the actual costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

The Contractor is required to prepare and submit to the County an estimate for labor, material, and equipment required in advance of the commencement Work. Upon the written approval of the County Facility Manager, the total amount of the Contractor's estimate, as approved by the County in writing, shall remain firm and fixed for the scope of Work. In no event will the Contractor be due additional compensation in excess of the approved amount unless a change to site conditions, or scope of work, is identified by the Contractor and is verified by the County. Upon the discovery of a differing site condition, the Contractor shall promptly notify the County's Facility Manager. The County will issue a written determine of entitlement for additional compensation.

1.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to add any number of Conveyance Equipment to any group(s), at the County's sole discretion, by soliciting a price quote(s) from the Contractor awarded to perform services under that group.

1.10 DELETION OF CONVEYANCE EQUIPMENT

The County reserves the right to delete any number of Conveyance Equipment from this contract, at the County's sole discretion, by issuing a written notification to the Contractor 14 calendar days in advance of such deletion.

1.11 WORK ACCEPTANCE

Completed Repairs and Modernization Work will be surveyed by an authorized representative of the County. This survey shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

1.13 WARRANTY

All Material, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this contract shall be new and warranted. In the event any of the material supplied to the County by the Contractor is found to be defective or does not conform to specifications, the County reserves the right to (1) cancel the order and return such Material to the Contractor, or (2) require the Contractor to replace the Material at the Contractor's expense.

- a. In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its Parts/Work against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.
- b. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective Work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for this Work or items; either through a credit memorandum or through invoicing.
- c. Warranty Service Period (For Modernization Only):

This includes furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.

1.14 DISCOVERY OF MEDICAL WASTE

If during course of completing Services under this Contract, medical wastes are encountered, the Contractor may be requested to subcontract the cleaning of the pit to a qualified entity and bill the County based on the cost plus a mark-up that shall not exceed ten percent (10%). The Contractor shall provide access to the pit at no charge. All billing for this Service shall be backed up by supporting documentation.

APPENDIX B – TECHNICAL SPECIFICATIONS

I. ON-SITE DOCUMENTATION

On-Site Documentation, as referenced in the Maintenance Control Program (MCP) and as specified in ASME A17.1, shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.1 8.6.1.2.2(d) shall be on-site and available to the specified personnel. The On-Site Documentation shall include the following specified documents:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
 - 1. All procedures specifically identified in the Code as required to be written (e.g., check out procedure for leveling; check out procedure for overspeed valve; and check out procedure for reversal stop switch, etc.)
 - 2. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits.
 - 3. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer.
 - 4. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD).
- C. Written checkout procedures must be prepared:
 - 1. To demonstrate E/E/PES function as intended.
 - 2. For elevator leveling speed with open doors.
 - 3. For hydraulic elevator overspeed.
 - 4. For escalator reversal stopping device.
 - 5. For escalator handrail retarding force.
- D. Additional Written procedures must be prepared for the following:
 - 1. Authorized persons and emergency personnel elevators evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosures cleaning by authorized persons.

II. MAINTENANCE AND REPAIR SERVICES (GENERAL STANDARDS)

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with the minimum maintenance approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts.
- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of ASME A17.1, and, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Contractor shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the Conveyance Equipment including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally,

the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

- D. The Contractor shall; clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and lower Newell wheel bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step up-thrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, comb plates(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.
- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Contractor shall keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. At least once per year or more, as required to prevent the build-up of lint and dirt, the Contractor shall brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Contractor shall maintain equal tension between individual wire suspension ropes in each set of suspension ropes, and lubricate wire suspension ropes in accordance with wire rope. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ASME A17.1, ASME A17.2 and ASME A17.6.
- J. At a frequency specified in the MCP, the Contractor shall examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the applicable ASME A17.1, Safety Code for Elevators and Escalators, to include five (5) year full load and full speed tests.

The Contractor shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in Paragraph 3.8 (C), and as required by State Law.
- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, painted and presentable at all times. The motor windings and controller coils are to be treated with insulating compound to maintain the insulation as required by equipment manufacturers' and industry standards.
- L. Contractor shall maintain the conveyance signal system, devices and fixtures, fixture cover plates, and all finishes. Signal system equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.

- M. Contractor shall maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, key switches, emergency car lights, batteries and hoist way door unlocking devices. The Contractor shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.
- N. The Contractor shall furnish as-built wiring diagrams provided by the manufacturer, and two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and unit to be maintained and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building, then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group.

The Contractor must present proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One set of wiring diagrams to be kept in the machine room. The remaining set is for the ISD Office of Elevator Safety files. Both sets are to be submitted to the Office of Elevator Safety for affixation of a County stamp, ten (10) days prior to installation. Contractor(s) not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the Contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note # 2 below.) In addition, the Contractor shall notify the County of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be kept in the machine room and the ISD Office of Elevator Safety files, at all times.

Note 1: As-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note 2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the Contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris.
- Q. The Contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, the County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data set provided on digital media and a full written report of actual conditions are to be submitted to the Office of Elevator Safety.
- R. All lubricants, chemicals and other industrial discard shall be disposed of as per laws, requirements, standards and rules established by the Environmental Protection Agency, the Miami-Dade County Regulatory and Economic Resources Department, and/or any other local, state or national authority/institution.

III. MONTHLY MINIMUM TASKS (PREVENTATIVE MAINTENANCE)

Contractor shall perform all the monthly minimum preventative maintenance tasks per the requirements of ASME A17.1, Section 8.6, and the agreed upon Maintenance Control Program (MCP).

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:

1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)

- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest

mean time between failures possible, utilizing the most advanced maintenance method and equipment available.

1. MTBF = T = Actual Operating hours F = Number of failures in actual operating time.
2. Failures shall be determined exclusive of shutdowns due to vandalism, overloading, and activation of safety devices by external cause.

V. CLEAN DOWN REQUIREMENTS

- A. The Contractor shall replace all worn or broken parts at the time of a clean down. With respect to escalators and moving walks, Contractor shall do so prior to re-installing the escalator steps or moving walk pallets and prior to seeking the contractually required post-clean down inspection.
- B. Upon completion of any required unit clean down, Contractor shall immediately notify the Office of Elevator Safety that said unit's annual clean down has been completed and an inspection is required.
- C. Upon Contractor's receipt of or access to the clean down inspection report, Contractor shall promptly cure any deficiencies and code violations noted in the report, including, without limitation, promptly replacing any worn or broken parts noted in same.
- D. Regarding escalators and moving walk clean downs, to effectuate proper cleaning, Contractor shall remove a minimum of 50% of the escalator steps and moving walk pallets or a higher percentage (up to 100%) as may be required to facilitate proper cleaning of the unit.
- E. The County retained Qualified Elevator Inspector, "QEI" shall have final say regarding unit cleanliness and re the percentage of steps or pallets that need to be removed.

VI. SEMI-ANNUAL AUDIT AND REQUIRED ANNUAL VENDOR SUPERVISOR CONDUCTED UNIT SURVEYS

Using a survey form provided by the Office of Elevator Safety, which may, at the County's sole discretion, include hard copies and/or electronic formats (with electronic submission requirements) submitted to the applicable County Personnel, Contractor shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by qualified elevator personnel familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

If the Contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner (sixty days past due date), the County reserves the right to perform the survey with their personnel or to contract it to a third party consultant, the cost of which will be deducted from monies due to the Contractor under this contract, as determined by the Office of Elevator Safety.

VII. CONTRACTOR'S PERSONNEL

- A. All service Technicians shall be equipped with an individually signaled two-way radio, cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear photo identification issued by the Contractor that identifies the name and license number of the Contractor.
- B. The Contractor shall maintain and use a separate and exclusive repair crew trained in elevator and escalator repairs. Generally, repairs shall be performed by repair crews, not by maintenance Technicians. All repairs shall be scheduled through the applicable County personnel.
- C. The Contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Specially assigned crews shall not be diverted to other sites or departments except in case of emergency with the facility management's approval. Periodic tests shall generally be performed by test crews, not by maintenance Technicians. All periodic tests shall be scheduled through the facility management and shall be witnessed by a Florida Certified Elevator Inspector working for the authority having jurisdiction at Miami-Dade County.

- D. The Contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all applicable Contractor personnel.
- E. The Contractor shall have access to Mechanical and Electrical Professional Engineering services in the event that a need for such services is identified by the County. This requirement can be met with either the Contractor's own staff or by subcontracting for this service. Mechanical and Electrical Professional Engineering services may be required to properly execute Modernizations or complex repairs, at no additional costs to the County.
- F. The County may require all employees of the Contractor to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to Work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the Contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the Contractor.

VIII. RECORDS MANAGEMENT

The Contractor shall submit in written format, documents identified by this Section no later than the 10th day of each month. To minimize paperwork, the County will accept the Contractor's reports via electronic media forms as long as the Contractor provides the County the necessary software to read and copy such data.

A. Service Receipts

The Contractor shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and a detailed narrative description of the performed services, which narrative description shall relate to the work required by the Maintenance Control Program or whatever other relevant work order. These service receipts shall be signed by a responsible County employee at the time the Work is performed, and a copy of this service receipt or time ticket shall be given to the responsible County employee signing the document at the time of signing, for site records. Contractors using electronic media for company internal storage and transmittal of time shall provide a hard copy of the time ticket to the facility manager or designee, via email, at the completion of each day or service performed, as applicable.

In the event the Contractor cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Contractor shall leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and advise the project manager as soon as possible.

B. Monthly Logs

The Contractor shall provide County personnel with a monthly log, due by the 10th of each month, of all callbacks, repairs and minor adjustments made, in addition to the scheduled preventive maintenance Work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem.

For hydraulic elevators, the log book shall also be used to record all oil usage for each elevator. The record shall reflect all items required by code to be recorded, and shall include all oil stored on site, all oil recovered and the re-use or disposal of same, dates of each new transaction of oil usage (add, recover, dispose) and the name of the technician entering the information.

The Contractor shall provide the County personnel with a monthly log of all monthly tests of the firefighter service Phase I and II as required by Florida Statute 399, Florida Administrative Code 61C-5 and/or Florida Building Code, and as promulgated by American Society of Mechanical Engineers A17.1, supplements and addenda and A17.2.

At the County's discretion, the logbook may be maintained either in the machine room or other designated areas allowed by the code. The Contractor shall complete the log on each routine visit.

C. Check Chart

The Contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the

service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Office of Elevator Safety on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Office of Elevator Safety. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators. Check chart information may be stored and retained via electronic media, provided that the County is provided with the necessary software to access and retrieve data for all time periods.

D. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of American Society of Mechanical Engineers (ASME) A 17.1. Tests are to include all semi-annual, annual, and five (5) year safety, governor and buffer tests as specified. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by ASME A17.1, supplements and addenda, and A17.2. In the case of five (5) Year safety tests, a written report conforming to ASME A17.1 and A 17.2 reflecting results of the test shall be submitted to the Office of Elevator Safety following the test for County records. For other tests a copy of a report for each test will be left in the elevator log book. Documentation required by ASME A17.1 shall be provided in all cases, without exception.

E. Witnessing of Tests

The ASME A 17.1 and Florida Statutes Chapter 399 by adoption of ASME A 17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector" from the County. The Contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-Dade County Internal Services Department's Office of Elevator Safety, prior to the tests being performed, so the authority may provide a witness.

F. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Office of Elevator Safety or designee.

IX. TOOLS

Upon the request of the County, prior to the start of Work, the Contractor shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Contractor shall complete a list of the tools that they have either on the service trucks or in their shop. Tools which they do not physically have must be reported where they are available for Technicians' use.

X. PARTS

- A. The Contractor shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-order of replacement parts. The Office of Elevator Safety, will advise on the missing language, and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Contractor, and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Contractor's local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed at no additional cost to the County. The County shall not be charged for replacement parts that are no longer production items or otherwise deemed obsolete. If a component or part fails and there is not an available OEM replacement, the Contractor shall replace the entire component or assembly at their sole expense, including the redesigned model assemblies. Replacements may include, but are not limited to, hydraulic valves, controllers, door operators, generators, timer, motors, etc.

- C. The Contractor, at the discretion of the County, shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures and bearings. The Contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

The Contractor, if other than the original manufacturer of the Conveyance Equipment, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Contractor and the Manufacturer to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer.

- D. If a part or component fails and the Contractor does not have replacement in stock; The Contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expeditious method, by no later than the following working day. If a component or part is identified as requiring replacement prior to failure, the Contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

XI. LUBRICANTS

The lubricants, including oils and grease, used shall comply with the specifications for lubricants recommended by the equipment manufacturer of the Conveyance Equipment. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2. Lubricants shall be stored in proper containers. All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

XII. JOB SITE

Under no circumstances shall County be liable for any damage done to equipment, parts, components and/or materials not yet installed and stored at any County facility. The Contractor is responsible for all un-installed equipment, parts, components and materials stored on the job site.

- A. There are some County's facilities that are prone to major flooding, due to design and/or location. Although the County will take every reasonable precaution to protect all equipment, parts, components, and materials storage by the Contractor, the Contractor shall be responsible of securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their work site(s), protect or remove from the site all un-installed equipment, parts, components and materials stored at any County facility.

XIII. NON-PROPRIETARY

The Conveyance Equipment, inclusive of any parts needed for modernization, shall be non-proprietary and shall conform to the requirements stipulated on attachment 3. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 3, Non-Proprietary Equipment Affidavit that must be notarized and fully executed. Following the completion of Work, the Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and/or programmable software changes on any unit of the microprocessor based elevator control equipment. The Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Contractor shall provide step by step adjusting, programming, and troubleshooting procedures that pertain to the microprocessor control equipment, and a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
DADELAND SOUTH STATION

Address:
9150
Dadeland
Boulevard,
Miami, FL
33156

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6073 **Serial#:** 72630

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
DADELAND NORTH STATION

Address:
8320 S. Dixie
Highway,
Miami, FL
33143

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6074 **Serial#:** 72631

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
SOUTH MIAMI STATION

Address:
5949 S.W.
72nd Street,
South Miami,
FL 33143

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6075 **Serial#:** 72632

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: SOUTH MIAMI STATION – PARKING GARAGE		Address: 5949 S.W. 72nd Street, South Miami, FL 33143	Unit Description Manf.: Mowery Type: Hydraulic Elevator Stops: 5 Stops LBS: 3500lbs FPM: 100FPM DC#: 5921 Serial#: 72605	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: SOUTH MIAMI STATION – PARKING GARAGE

Address:
 5949 S.W.
 72nd Street,
 South Miami,
 FL 33143

Unit Description Manf.:
 Mowery
Type: Hydraulic Elevator
Stops: 5 Stops
LBS: 3500lbs **FPM:** 100FPM
DC#: 5922 **Serial#:** 72606

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: UNIVERSITY STATION

Address:
55 Ponce de
Leon
Boulevard,
Miami, FL
33135

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6076 **Serial#:** 72633

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: DOUGLAS ROAD STATION

Address:
 3701 S Dixie
 Hwy, Miami,
 FL 33133

Unit Description Manf.: US
 Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6077 **Serial#:** 72634

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: COCONUT GROVE STATION

Address:
2780 SW 27th
Avenue,
Miami, FL
33133

Unit Description Manf.: US
Elevator

Type: Hydraulic Elevator

Stops: 2 Stops/2F 2R

LBS: 3500lbs **FPM:** 125FPM

DC#: 6078 **Serial#:** 72635

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: BRICKELL STATION

Address:
1001 SW 1st
Avenue,
Miami, FL
33130

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 3 Stops/3F 1R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6080 **Serial#:** 72637

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: HISTORIC OVERTOWN STATION – LYRIC
THEATRE

Address:
100 NW 6
Street,
Miami, FL
33136

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6087 **Serial#:** 72644

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

<u>Building/Property Name:</u> CULMER STATION		<u>Address:</u> 701 NW 11 Street, Miami, FL 33136	<u>Unit Description</u> Manf.: US Elevator Type: Hydraulic Elevator Stops: 2 Stops/2F 2R LBS: 3500lbs FPM: 125FPM DC#: 6088 Serial#: 72645	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: ALLAPATTAH STATION

Address:
3501 NW 12
Avenue,
Miami, FL
33142

Unit Description Manf.: US
Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 3500lbs **FPM:** 125FPM
DC#: 6096 **Serial#:** 72653

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: EARLINGTON HEIGHTS

Address:

2100 N.W.
41st Street,
Miami, FL
33142

Unit Description Manf.: US
Elevator

Type: Hydraulic Elevator

Stops: 2 Stops/2F 2R

LBS: 3500lbs **FPM:** 125FPM

DC#: 6097 **Serial#:** 72654

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: HIALEAH STATION

Address:

125 E 21
Street,
Hialeah, FL
33010

Unit Description Manf.: US
Elevator

Type: Hydraulic Elevator

Stops: 2 Stops/2F 2R

LBS: 3500lbs FPM: 125FPM

DC#: 6107 **Serial#:** 72664

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: HIALEAH STATION – PARKING OVERPASS

Address:

125 E 21
Street,
Hialeah, FL
33010

Unit Description Manf.:

Century Elevator

Type: Hydraulic Elevator

Stops: 2 Stops

LBS: 2000lbs **FPM:** 125FPM

DC#: 6186 **Serial#:** 72671

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: HIALEAH STATION – PARKING GARAGE

Address:
125 E 21
Street,
Hialeah, FL
33010

Unit Description Manf.:
Century Elevator
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2000lbs **FPM:** 125FPM
DC#: 6187 **Serial#:** 72672

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: OKEECHOBEE STATION

Address:
2005 W
Okeechobee
Road, Hialeah
Gardens, FL
33016

Unit Description Manf.: US
Elevator

Type: Hydraulic Elevator

Stops: 3 Stops/3F 3R

LBS: 3500lbs **FPM:** 125FPM

DC#: 6109 **Serial#:** 72666

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: OKEECHOBEE STATION – PARKING GARAGE

Address:
 2005 W
 Okeechobee
 Road, Hialeah
 Gardens, FL
 33016

Unit Description Manf.:
 Mowery
Type: Hydraulic Elevator
Stops: 4 Stops
LBS: 3500lbs **FPM:** 100FPM
DC#: 6112 **Serial#:** 72667

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
OKEECHOBEE STATION – PARKING GARAGE

Address:
2005 W
Okeechobee
Road, Hialeah
Gardens, FL
33016

Unit Description Manf.:
Mowery
Type: Hydraulic Elevator
Stops: 4 Stops
LBS: 3500lbs **FPM:** 100FPM
DC#: 6113 **Serial#:** 72668

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
 METROBUS CENTRAL ADMINISTRATION BUILDING

Address:
 3300 NW 32
 Avenue,
 Miami, FL
 33142

Unit Description Manf.: US
 Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 10000lbs **FPM:** 50FPM
DC#: 5601 **Serial#:** 72572

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: METROBUS CENTRAL ADMINISTRATION
 BUILDING

Address:
 3300 NW 32
 Avenue,
 Miami, FL
 33142

Unit Description Manf.: US
 Elevator
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 3000lbs **FPM:** 75FPM
DC#: 5648 **Serial#:** 72577

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: METROBUS CENTRAL ADMINISTRATION
BUILDING

Address:
3300 NW 32
Avenue,
Miami, FL
33142

Unit Description Manf.: Otis
Elevator
Type: Geared Traction
Elevator
Stops: 3 Stops
LBS: 2500lbs **FPM:** 100FPM
DC#: 0984 **Serial#:** 72561

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: METROBUS CORAL WAY FACILITY

Address:
 2175 SW 74th
 Avenue,
 Miami, FL
 33155

Unit Description Manf.: US
 Elevator

Type: Hydraulic Elevator

Stops: 2 Stops

LBS: 3000lbs **FPM:** 75FPM

DC#: 2763 **Serial#:** 72566

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:
 METROBUS CORAL WAY FACILITY

Address:
 2775 SW 74th
 Avenue,
 Miami, FL
 33155

Unit Description Manf.: US
 Elevator
Type: Hydraulic Elevator
Stops: 2 Stops/2F 2R
LBS: 10000lbs **FPM:** 50FPM
DC#: 2764 **Serial#:** 72567

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name:

WILLIAM LEHMAN CENTER (PALMETTO YARD)

Address:

6601 NW
 72nd Avenue,
 Miami, FL
 33166

Unit Description Manf.: US
 Elevator

Type: Hydraulic Elevator

Stops: 4 Stops

LBS: 3500lbs **FPM:** 125FPM

DC#: 5556 **Serial#:** 72569

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: WILLIAM LEHMAN CENTER (PALMETTO YARD)

Address:
6601 NW
72nd Avenue,
Miami, FL
33166

Unit Description Manf.: US
Elevator

Type: Hydraulic Elevator

Stops: 2 Stops

LBS: 3500lbs **FPM:** 125FPM

DC#: 5557 **Serial#:** 72570

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Building/Property Name: WILLIAM LEHMAN CENTER (PALMETTO YARD)	Address: 6601 NW 72nd Avenue, Miami, FL 33166	Unit Description Manf.: US Elevator Type: Hydraulic Elevator Stops: 2 Stops LBS: 5000lbs FPM: 75FPM DC#: 5558 Serial#: 72571

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	None		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

<u>Building/Property Name:</u> VIZCAYA STATION		<u>Address:</u> 3201 S.W. 1st Avenue, Miami, FL 33145	<u>Unit Description</u> Manf.: US Elevator Type: Hydraulic Elevator Stops: 2 Stops/2F 2R LBS: 3500lbs FPM: 125FPM DC#: 6079 Serial#: 72636	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	None			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	

ATTACHMENT 2 - MONTHLY FEE SCHEDULE

REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 3: DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS						
Item No.	Unit Description/Location	# of units	Covered Services			Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)	Preventative Maintenance Monthly Fee (Per Unit)	
3.1	DADELAND SOUTH STATION,9150 Dadeland Boulevard, Miami, FL 33156, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator,2 Stops/2F 2R, 3500lbs, 125FFPM,DC#6073 SS#72630	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.2	DADELAND NORTH STATION,8320 S. Dixie Highway, Miami, FL 33143, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, DC#6074 SS#72631	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.3	SOUTH MIAMI STATION,5949 S.W. 72nd Street, South Miami, FL 33143,12 Months (Critical) Exam Frequency Bi-Weekly, One (1)- Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6075 SS#72632	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.4	SOUTH MIAMI STATION – PARKING GARAGE,5949 S.W. 72nd Street, South Miami, FL 33143, 12 Months (Critical) Exam Frequency Bi-Weekly, Two (2) Hydraulic Elevators, 5 Stops, 3500lbs, 100FFPM, DC#5921 #72605 & DC#5922 SS#72606	2	\$ 40.00	\$ 40.00	\$ 250.00	\$ 660.00
3.5	UNIVERSITY STATION,55 Ponce de Leon Boulevard, Miami, FL 33135,Item 11.5-12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator,2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6076 SS#72633	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.6	DOUGLAS ROAD STATION,3701 S Dixie Hwy, Miami, FL 33133, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6077 SS#72634	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.7	COCONUT GROVE STATION,2780 SW 27th Avenue, Miami, FL 33133, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator,2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6078 SS#72635	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.8	BRICKELL STATION,1001 SW 1st Avenue, Miami, FL 33130, 12 Months (Critical) Exam Frequency Bi- Weekly, One (1) Hydraulic Elevator,3 Stops/3F 1R, 3500lbs, 125FFPM,DC#6080 SS#72637	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.9	HISTORIC OVERTOWN STATION – LYRIC THEATRE,100 NW 6 Street, Miami, FL 33136,12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator,2 Stops/2F 2R, 3500lbs, 125FFPM,DC#6087 SS#72644	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.10	CULMER STATION,701 NW 11 Street, Miami, FL 33136, 12 Months (Critical) Exam Frequency Bi- Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6088 SS#72645	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.11	ALLAPATTAH STATION,3501 NW 12 Avenue, Miami, FL 33142, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6096 SS#72653	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.12	EARLINGTON HEIGHTS,2100 N.W. 41st Street, Miami, FL 33142, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FFPM,DC#6097 SS#72654	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.13	HIALEAH STATION,125 E 21 Street, Hialeah, FL 33010, 12 Months (Critical) Exam Frequency Bi- Weekly, One (1) Hydraulic Elevator,2 Stops/2F 2R, 3500lbs, 125FFPM, DC#6107 SS#72684	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00
3.14	HIALEAH STATION – PARKING OVERPASS,125 E 21 Street, Hialeah, FL 33010,Item 11.14-12 Months (Critical) Exam Frequency Bi-Weekly,Hydraulic Elevator,2 Stops, 2000lbs, 125FFPM, DC#6186 SS#72671	1	\$ 40.00	\$ 40.00	\$ 250.00	\$ 330.00

3.15	HIALEAH STATION – PARKING GARAGE, 125 E 21 Street, Hialeah, FL 33010, Item 11, 15-12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops, 2000lbs, 125FPM, DC#6187 SS#72672	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.16	OKEECHOBEE STATION, 2005 W Okeechobee Road, Hialeah Gardens, FL 33016, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 3 Stops/3F 3R, 3500lbs, 125FPM, DC#6109 SS#72666	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.17	OKEECHOBEE STATION – PARKING GARAGE, 2005 W Okeechobee Road, Hialeah Gardens, FL 33016, 12 Months (Critical) Exam Frequency Bi-Weekly, Two (2) Hydraulic Elevators, 4 Stops, 3500lbs, 100FPM, DC#6112 SS#72666 & DC#6113 SS#72667	2	\$	40.00	\$	40.00	\$	250.00	\$	660.00
3.18	METROBUS CENTRAL ADMINISTRATION BUILDING, 3300 NW 32 Avenue, Miami, FL 33142, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 10000lbs, 50FPM, DC#5601 SS#72572	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.19	METROBUS CENTRAL ADMINISTRATION BUILDING, 3300 NW 32 Avenue, Miami, FL 33142, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops, 3000lbs, 75FPM, DC#5648 SS#72577	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.20	METROBUS CENTRAL ADMINISTRATION BUILDING, 3300 NW 32 Avenue, Miami, FL 33142, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Geared Traction Elevator, 3 Stops, 2500lbs, 100FPM, DC#0984 SS#72561	1	\$	40.00	\$	40.00	\$	500.00	\$	580.00
3.21	METROBUS CORAL WAY FACILITY, 2775 SW 74th Avenue, Miami, FL 33155, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops, 3000lbs, 75FPM, DC#2763 SS#72566	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.22	METROBUS CORAL WAY FACILITY, 2775 SW 74th Avenue, Miami, FL 33155, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 10000lbs, 50FPM, DC#2764 SS#72567	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.23	WILLIAM LEHMAN CENTER (PALMETTO YARD), 6601 NW 72nd Avenue, Miami, FL 33166, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 4 Stops, 3500lbs, 125FPM, DC#5556 SS#72569	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.24	WILLIAM LEHMAN CENTER (PALMETTO YARD), 6601 NW 72nd Avenue, Miami, FL 33166, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops, 3500lbs, 125FPM, DC#5557 SS#72570	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.25	WILLIAM LEHMAN CENTER (PALMETTO YARD), 6601 NW 72nd Avenue, Miami, FL 33166, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops, 5000lbs, 75FPM, DC#5558 SS#72571	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
3.26	VIZCAYA STATION, 3201 SW 1st Avenue, Miami, FL 33145, 12 Months (Critical) Exam Frequency Bi-Weekly, One (1) Hydraulic Elevator, 2 Stops/2F 2R, 3500lbs, 125FPM, DC#6079 SS#72636	1	\$	40.00	\$	40.00	\$	250.00	\$	330.00
	Total Number of Elevators/Escalators:	28	Total Group 3:							\$ 9,490.00

Rates for Additional Services		
Elevator Mechanic's Helper		
a) During Regular Working Hours		Hourly Rate \$ 200.00
b) During other than regular working hours, Saturdays, and Sundays.		\$ 270.00
c) During Holidays		\$ 300.00
Elevator Mechanic		
d) During Regular Working Hours		Hourly Rate \$ 280.00
e) During other than regular working hours, Saturdays, and Sundays.		\$ 370.00
f) During Holidays		\$ 400.00
Elevator Foreman/Adjuster		
g) During Regular Working Hours		Hourly Rate \$ 320.00
h) During other than regular working hours, Saturdays, and Sundays.		\$ 400.00
i) During Holidays		\$ 450.00
Material Rates for Additional Services		
a) Mark-Up Percentage		% Mark-Up (Not to Exceed 20%) 20.00%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

Maintenance and Repair Services for Conveyance Equipment
Contract No. RFP No. 01615

THIS AGREEMENT for the provision of Maintenance and Repair Services for Conveyance Equipment, made and entered into as of this _____ day of _____ by and between TK Elevator Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 11605 HAYNES BRIDGE ROAD, SUITE 650, Alpharetta, GA (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Maintenance and Repair Services for Conveyance Equipment, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 01615 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated July 28, 2021, (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Certified Elevator Technician", "Certified Elevator Inspector", or Technician to mean a natural person authorized by the State of Florida, Department of Business & Professional Regulation to construct, install, maintain, or repair Conveyance Equipment.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean TK Elevator Corporation and its permitted successors.
- f) The words "Conveyance Equipment" to mean any of the following: elevators, escalators, dumbwaiters, , moving walks, conveyors, people movers, wheelchair lifts, and all related equipment.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.

- j) The words "Force Majeure" mean the occurrence of any of the following events that solely and directly causes the Party claiming Force Majeure to be unable to comply with, all of its obligations under this Agreement: (a) act of the public enemy, quarantine restriction, wars, insurrection, hostilities, acts of terrorism, riots, or revolutions or civil commotions; (b) strikes, (c) freight embargoes, wide-spread and significant shortages of fuel, power, labor, materials or parts for which there is no other alternative; (d) national or local emergencies; (e) epidemic, fire, wind, hurricanes, earthquake, unusually severe weather, or flood; (f) any act of God; or (g) any court orders, injunctions, temporary restraining orders, or other legal decisions directly and materially affecting, limiting, restricting or prohibiting performance under the Contract. No condition existing on the Effective Date of the Agreement shall constitute the basis for an assertion of Force Majeure by the Contractor. In addition, to obtain relief under the Force Majeure provision of the Agreement, the Contractor shall be required to notify the County in writing within fifteen (15) days of the commencement of the Force Majeure event. To the extent the Contractor alleges that an event of Force Majeure prevents it from performing all of its obligations under this Contract, the County shall be excused from making payment to the Contractor during the period of the Contractor's non-performance on the basis of an alleged Force Majeure.
- k) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- l) The word "Modernization" to mean the replacement or upgrading of the controller and other critical parts in order to integrate new technology improve performance, and meet the latest adopted safety codes and industry standards.
- m) The words "Notice to Proceed" to mean a written authorization issued by the County authorizing the Contractor to commence Work under this agreement.
- n) The words "Preventative Maintenance" or "Maintenance" to mean scheduled, routine services as described by Appendix B, "Technical Specifications" of this agreement and The Contractor's developed Maintenance Control Program.
- o) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- q) The words "Service Calls" to mean notifications placed by the County to request the dispatch of a mechanic or a technician to respond to an urgent need, twenty-four (24) hours per day, seven (7) days a week.
- r) The words "Standby Services", to mean the presence of a Technician(s) on a County-defined location(s) to be available for possible Conveyance Equipment shutdowns and emergency situations. Urgent needs for service calls include, but are not limited to equipment failures, urgent repairs, or other deficiencies.
- s) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- t) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Contract, the order of precedence is as follows: 1) the Form of Agreement; 2) agreed upon Scope of Services (as may be negotiated); 3) addenda to the RFP; 4) attachments and exhibits to the Request for Proposal; 4) the Request for Proposal; and 5) the Successful Proposer's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the sixtieth (60) month, thereafter. The County, at its sole discretion, may renew this Contract for an additional five (5) period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Attention: Nick Ortiz
Phone: 305-375-3912
E-mail: Nicolas.Ortiz@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: James Hancock
Phone: 305-986-3745
E-mail: james.hancock@tkelevator.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Attachments 1 and 2. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. ANNUAL PRICE ADJUSTMENT

The County may consider a price adjustment to the prices on Attachment 2, Monthly Fee Schedule. The County's decision to grant or deny a price adjustment may be based on any of the following criteria, including, but not limited to, the County's ability to pay increased prices or the County's satisfaction with the Contractor's performance (even if the Contractor disputes the County's reasons for

dissatisfaction with the Contractor's performance). Regardless of the County's ability to pay, or the Contractor's performance under this Agreement, the Contractor shall not be entitled to rely upon or expect price adjustments under this Article in exchange for its continued performance under this Agreement. Any price adjustments granted by the County, in its sole, exclusive, and unlimited discretion, shall become effective on {DATE} of the year in which the price adjustment is granted. To the extent the County agrees to grant a price adjustment, the annual price adjustment will be calculated as a weighted average of (a) the material component – computed as the increase or decrease in the latest available Producer Price Index – Industry Data for Elevator and Moving Stairway Manufacturing published by the Bureau of Labor Statistics of the United States Department of Labor for {Month} of such year, as compared with such index for {Month} of the previous contract year; and (b) the labor component – computed as the increase or decrease in the Mechanic labor rate published by the Elevator Contractors of America, Inc. (E.C.A.) for international Union of Elevator Constructors, Local #71, Miami, Florida for such year, as compared with the labor rate used for the previous year. The weighting of the material component shall be fifteen percent (15%) of the annual price adjustment and the labor component shall be eighty-five percent (85%) of the annual adjustment. By way of example only and assuming the target weighting, if the material component for any year increases by four percent (4%) and the labor component increases by two percent (2%) then the annual price adjustment for such year shall be two and three-tenths percent (2.3%) computed as $((.04 \times .15) + (.02 \times .85) = .023)$. If the aforementioned calculation yields a price adjustment of greater than five percent (5%), the County will grant the Contractor a price adjustment of five

ARTICLE 9. INVOICING

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 2 – Monthly Fee Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Contractor shall submit, with each monthly invoice, a copy of the MCP checklist that has been signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. The Contractor's failure to provide a copy of the MCP checklist for any number of Conveyance Equipment, or providing MCP checklist(s) with partially completed tasks, will result in the County not paying the preventative maintenance monthly cost for those specific Conveyance Equipment.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10 DEDUCTIONS

The following deductions are being applied rather than penalties as a method of payment for incomplete/subpar service:

- a) COVERED REPAIRS: If the Contractor fails to provide Covered Repairs services as defined by this Contract for any Unit(s), the County will not pay for Covered Repairs on Attachment 2, Monthly Fee Schedule, for that/those Unit(s) for the month(s) during which Covered Repairs were not performed.
- b) SERVICE CALLS: If the Contractor fails to respond to Service Calls as defined by this contract for any Unit(s), the County will deduct from the amount delineated for Service Calls on Attachment 2, Monthly Fee Schedule, for that/those unit(s) for the subject month(s), based on the following schedule:
- Up to one (1) hour late response: 50% Deduction from the service call amount for the affected unit(s).
 - More than (1) hour late response: 100% Deduction from the service call amount for the affected unit(s).
- Note: if a Service Call is placed due to an entrapment, Contractor shall respond within one (1) hour of being notified, regardless of the day or the time of the day. If the Contractor fails to respond within one (1) hour of being notified, a 100% deduction from the service call amount for the affected unit(s) will be deducted for the subject month(s).
- c) PREVENTATIVE MAINTENANCE: If the Contractor fails to complete ALL Preventative Maintenance tasks delineated in the MCP, or fails to submit the MCP checklist that has been signed by the applicable County Staff as described under Article 9, "Invoicing", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 2 for that/those specific Unit(s) during the month(s) in which the MCP was not completed. For clarity, partial performance of the MCP task list will result in the County not paying the Preventative Maintenance fee. All MCP tasks shall be completed in order for the Contractor to receive payment of the Preventative Maintenance fee.

ARTICLE 11 CONTRACT ENFORCEMENT

Both Parties agree that failure to complete the Existing Deficiency Correction or any other Repairs may subject the Contractor to liquidated damages in the amount of \$500 for each and every calendar day the Work remains incomplete. For example, if the Contractor and the County agree that a repair is to be completed in Three (3) days, from the date of the acceptance of a proposal, and such repair gets completed in Five (5) days; then the County may impose \$1000 (\$500 X 2) as liquidated damages. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the Work, the County shall have the right to deduct said liquidated damages from any amount due, or that may become due to the Contractor under this Agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor. Contractor understands and agrees that it would be difficult or impossible to determine with precision the amount of damages incurred by the County for the Contractor's lack of performance or delays in repairs; therefore, both parties agree that the liquidated damages under this agreement do not constitute a penalty but rather a fair and reasonable estimation of the County's damages for delays.

ARTICLE 12 EXCUSABLE DELAY

- A. Upon providing the County notice and reasonably full particulars of an event of Force Majeure in writing, the Contractor shall not be liable for any delay or failure to perform to the extent caused by such event of Force Majeure. In such circumstances, the County may, at its option, elect to cancel or reschedule the portion of any order subject to such delay by providing to the Contractor prompt written notice of its election, provided that, such cancellation or rescheduling shall apply only to that portion of the order affected by the foregoing circumstances and the balance of the order shall continue in full force and effect.
- B. The Contractor shall not be liable for any delay or failure to perform the Work in the event that the Contractor is actually and necessarily delayed in the progress of the Work as a result of the act, neglect or failure of the County, another County contractor, a utility, governmental entity, or local agency (which act, neglect or failure occurs for reasons outside of the Contractor's control), hereinafter referred to as "Excusable Delay." In case of an Excusable Delay, the County will extend the contractual Work Completion Date of the Work proportionate to the delay (hereinafter "Extension of Time"). The Contractor shall submit a request for such an extension immediately after the time when Contractor knows or should reasonably have known the cause for which it may claim an

Extension of Time, including the expected duration of the delay and its effect on the completion and milestone dates of the delayed part of the Work.

ARTICLE 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
5. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the

proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set

forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Attachments 1 and 2.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or

- viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration
The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal

Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this

Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as

amended.

- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to

recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises

any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. RESPONSIBLE WAGES

Pursuant to Section 2-11.16 of the County Code, responsible wages applies to competitively bid County contracts in excess of \$100,000 for the construction of public buildings or public works, whether on publicly-owned or privately-owned land. Responsible Wages also apply to privately-funded construction of buildings, whether privately-owned or publicly-owned, located on County-owned land where the construction cost is equal to or greater than \$1 million. The provisions of Section 2-11.16 of the County Code stipulates that for construction contracts valued greater than \$100,000, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to.

ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 45. REQUIREMENTS APPLICABLE TO GROUP 1 (PUBLIC HOUSING AND COMMUNITY DEVELOPMENT) ONLY

- A. Section 60-250-4, Section 60-7414.4 of Title 4 of the United State Code, which address Affirmative Action requirements for handicapped workers.
- B. This Group is exempted from the following requirements: Section 4.4 of the RFP, "Local Certified Veteran Business Enterprise Preference", Section 4.7 of the RFP, "Local Preference", Inspector General Audit Review Fees per Article 32 of this Agreement,

"Inspector General Reviews, and Article 39 of this Agreement, "County User Access Program".

- C. Contractor shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certified copies of their payroll whenever requested, allow the County to perform interviews with its work force and allow the County to inspect their payroll as it may deem necessary.
- D. Contractor shall comply with the Dade County Pollution Control Ordinance as described in Chapter 24 of the Miami-Dade Code. This ordinance is part of the Work scope by reference and may be obtained through the Regulatory and Economic Resources Department (RER).
- E. Work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 701u (Section). (See Appendix C, Group 1 (Public Housing and Community Development) Requirements.
- F. Contractor shall comply with Housing and Urban Development (HUD) regulations in 24 CFR Part 135, which implements Section 3. The parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with CFR, Part 135 regulations.
- G. Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising such labor organization or representative of workers of the Contractor's commitment under this Article, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each Job, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the Work shall begin.
- H. The Contractor agrees to include the requirements of this Article in every subcontract subject to be in compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor who the Contractor knows is in violation of the regulations in 24 CFR Part 135.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is recommended but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- J. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- K. With respect to Work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act 925 U.S.C. 450e) also applied to Work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- L. Required forms, see Appendix C, Group 1 (Public Housing and Community Development) Requirements":

HUD Instructions to Offerors Non-Construction (Form HUD-5369-B)

This provision is designed to provide information to prospective Contractors about the solicitation stage of the procurement process. Terms and conditions which apply to the contract upon award are referred to as contract clauses. Form HUD-5369-B contains provisions to be included in all solicitations for non-construction work.

Certifications and Representations of Offerors Non-Construction Contract (Form HUD- 5369-C)

Form HUD-5369-C includes clauses required by OMS's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

General Conditions for Non-construction Contracts Section 1- (with or without Maintenance Work)(Form HUD-5370-C)

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s) .Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

ARTICLE 46. REQUIREMENTS APPLICABLE TO GROUP 2 (AVIATION DEPARTMENT) ONLY

- A. All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Contractor(s) shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Contractor's personnel will be required to obtain Aviation Department identification cards prior to commencing Work and will be subject to extensive background check prior to

issuance of the card. The employer will be required to issue a written request for each employee. The Contractor will not be authorized to begin Work until their required personnel is fully badged, including a picture MDAD ID with Customs Seal.

1. No Contractor or its employees shall commence any Work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Safety and Security/ID Section.
2. All personnel working at the Miami-Dade Aviation Department shall obtain a Photo Identification Badge.
3. All badges shall be worn on outer garments so as to be clearly visible.
4. All badges shall be returned to the Safety and Security/ID Section upon completion of the project.
5. Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training and Aircraft Operations Area driving class provided by MDAD Operations Division. SIDA training is regularly provided by Safety and Security/ID Section.

B. When performing Work at MDAD, the Contractor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the Contractor's access gate and then will be escorted to and from each area of Work that traverses the aircraft operating area. The Department shall monitor the placement of the Contractor's equipment at each location. Upon completion of the Work, the Contractor shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating area.

1. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Driver's License or other State License authorized to drive in the State of Florida.
2. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
3. A driver with a Non-Photo I.D. Badge issued by Landside, must secure an AOA escort before being allowed to drive on the ramp.
4. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of driver's license.

C. Ramp Permits

1. Vehicles will not be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
2. Vehicles shall be clearly marked with the Company name and logo.
3. Vehicles may only enter the AOA through designated Miami-Dade Aviation Department Guard Gates.
4. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate, such vehicles shall not be permitted to operate within the AOA without MDAD Escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operation Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the company name to ensure positive identification while on the AOA.

D. Airport Operations Area – Right of Search

1. It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the Airport Operations Area (AOA) of the Airport.
2. The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent to Search Form, which is accepted by the Department. Persons not executing such Consent to Search Form shall not be employed by the Contractor for any project.
3. It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within ninety (90) days follow the County's receipt of a request for a hearing. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

ARTICLE 47. REQUIREMENTS APPLICABLE TO GROUP 3 (DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS) ONLY

A. Routine maintenance requiring a shutdown shall not be performed during peak transit hours, as follows:

- 6:30 a.m. to 9:30 a.m.
- 4:00 p.m. to 7:00 p.m.

B. If Conveyance Equipment is shut down for routine maintenance during non-peak hours, the Technician shall assist handicapped passengers in gaining access via the Conveyance Equipment, to the extent that such access is deemed safe.

C. If routine maintenance requires the shutdown of Conveyance Equipment, whereby the Conveyance Equipment will be rendered unusable for handicap access, County contact persons, a list of which will be provided to the Contractor following the Contract Date, shall be notified by a phone call or email prior to the shutdown.

ARTICLE 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 49. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By:

Name:

Title:

Date:

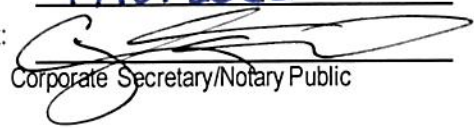
Attest:



Gilbert Gessen

General Manager

9/15/2022


Corporate Secretary/Notary Public

By:

Name:

Title:

Date:

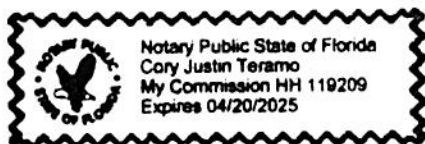
Attest:

Daniella Levine Cava

Mayor

Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**1.0 INTENT**

To provide all labor, material, equipment, tools, parts, overhead, travel time, and any other cost to the Contractor necessary for the performance of preventative maintenance, repairs, modernization, and inspections. This is an all-inclusive maintenance and repair contract; all costs shall be included in the fees unless specifically excluded.

1.1 LICENSING

The Contractor and its applicable employees shall hold, and maintain for the term of this contract, the following qualifications:

- A. The Contractor's mechanics and/or technicians shall hold certificate(s) of competency as certified elevator technician(s) or as certified elevator inspector(s), issued by the State of Florida's Department of Business and Professional Regulation; as required by Florida Statute Chapter 399 as amended from time to time.
- B. The Contractor shall remain in compliance with Miami-Dade County Code, Section 10-3(B) by ensuring that it holds a valid registration for elevator maintenance services Work issued by the State of Florida, Bureau of Elevator Safety, qualifying the Contractor to perform the Work required by this contract.

1.2 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)

The Contractor shall complete all the agreed upon repairs that are needed to ensure all Conveyance Equipment is restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes, as specifically delineated in Attachment 1, Existing Deficiency Correction Form.

Any existing deficiency not identified on Attachment 1, Existing Deficiency Correction Form, will be considered a Covered Service, as defined in Section 1.4, no additional compensation for such deficiency correction will be made.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract. Prices agreed upon on Attachment 1, Existing Deficiency Correction Form, will not be applicable once those specific one-time repairs have been completed.

1.3 CHANGE PROPOSALS

If after the deficiency corrections Work commences, the Contractor believes that it will exceed the amount or time agreed upon on Attachment 1, Existing Deficiency Correction Form, due to Unforeseeable Site Conditions; the Contractor must notify the County of the Unforeseeable Site Conditions and provide the County with a detailed change proposal to address such conditions. The County will verify the Contractor's change proposal and may approve or reject such proposal at the County's sole discretion.

1.4 COVERED SERVICES

The Contractor will be paid a fixed monthly fee for services defined as "Covered Services" by this section. For Clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. The Covered Services monthly fee shall be inclusive of all material, labor, travel time, and equipment that is required to provide the services. The County will begin payment of the fixed monthly fees immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 2, Monthly Fee Schedule. In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

A. Covered Repairs:

Covered repairs are the repairs of conveyance equipment that are specified in Appendix B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 2, Monthly Fee Schedule, and will not receive additional compensation for the completion of any covered repairs. Once covered repairs are identified the County and

the Contractor will establish an agreed upon schedule of completion.

B. Service Calls:

The Contractor shall respond to service calls twenty-four (24) hours per day, seven (7) days a week. During regular working hours, Monday through Friday 7:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 2, Monthly Fee Schedule, is inclusive of unlimited number of service calls available to the County.

1.5 MONTHLY PREVENTATIVE MAINTENANCE

A. Maintenance Control Program

A written Maintenance Control Program (MCP) shall be submitted by the Contractor, within one (1) month of contract award, as a guideline to maintain equipment in compliance with Section 8.6 of the American Society of Mechanical Engineers (ASME) A17.1 Safety Code for Elevator and Escalators (the Code) and all other applicable laws for each unit. The County will review the Contractor's MCP submittal and will provide a written response within 45 calendar days. The County may require the Contractor to attend a meeting(s) in order to reach a MCP that is Code compliant. The County, at its sole discretion, may terminate the Contract if the Contractor is unable to provide a MCP that is acceptable to the County within three (3) months of the receipt of the notice to proceed. The Contractor may, at the County's sole discretion, be required to participate in a County standardized MCP software program, at no additional cost to the County. Contractor shall submit, with each monthly invoice, a record of the completion of all maintenance tasks as required by this contract, signed by the applicable County Staff, detailing all the preventative maintenance that has been performed during the service period for each unit. Until an agreed upon MCP is in place, the Contractor will be responsible for the performance of preventative maintenance in accordance with the minimums as delineated in the Code.

B. Preventative Maintenance

The Contractor shall perform the monthly preventative maintenance tasks in accordance with the MCP as described in this section. The Contractor's failure to complete the monthly preventative maintenance tasks, for any number of Conveyance Equipment, will result in the County not paying the monthly fee(s) associated with those unit(s) and/or assessing deductions per Article 10 of the contract. Repeated failures of completing the monthly preventative maintenance tasks may result in the County terminating the contract and assessing damages. The County will compensate the Contractor for this service in accordance with Attachment 2, Monthly Fee Schedule. Prices agreed upon on Attachment 2, Monthly Fee Schedule must be inclusive of all labor, material, travel time, and equipment that is necessary to maintain the Conveyance Equipment in accordance with the requirements of this Agreement.

C. Dormant Service

In the event that any Conveyance Equipment becomes dormant, the County may request at its sole discretion, that the Contractor follow a modified MCP reflecting a reduced schedule of Preventative Maintenance and/or Covered Services on a Unit by Unit basis. The County shall determine the reduced services at the time of the request. Commensurate with the reduction in services, a reduced fee schedule shall also be submitted by the Contractor for County review and approval.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the Contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.

1.6 STANDBY SERVICES

The County may request, at its sole discretion, and the Contractor shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment. Contractor is to bill the County in accordance with the hourly rates established on Attachment 2, Monthly Fee Schedule.

1.7 MODERNIZATION

The County reserves the right to modernize any Conveyance Equipment under this contract. At any time that Conveyance Equipment is identified for modernization, the County may in its sole discretion, competitively advertise the modernization and remove the Conveyance Equipment from the contract. In the event, the County chooses to modernize equipment under this contract, the County shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor.

1.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 1.2, "Existing Deficiency Correction", Section 1.4 "Covered Services," or Section 1.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. For the purpose of this solicitation, "Additional Services" are defined as follows:

- A. Maintenance of cabs, including wall panels, floor, finish of handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Contractor, such cost shall be borne by the Contractor, at no cost to the County. The Contractor shall be obligated to advise the County within 24 hours from the discovery of any condition which may adversely affect the above equipment, the correction of which is not within the Contractor's control.
- B. Repair or replacement that is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the conveyance equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

Compensation for Additional Services, as defined by this Article, shall be calculated as follows:

- 1. Labor Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the hourly labor rates for Additional Services as agreed upon on Attachment 2, Monthly Fee Schedule.
- 2. Material Rates for Additional Services: when preparing a proposal for services under this article, Contractors shall use the actual parts and material costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).
- 3. Subcontracted Work: when preparing a proposal for services that are performed by subcontracted vendors, Contractors shall use the actual costs, as evident by invoices, plus a mark-up that shall not exceed Twenty Percent (20%).

The Contractor is required to prepare and submit to the County an estimate for labor, material, and equipment required in advance of the commencement Work. Upon the written approval of the County Facility Manager, the total amount of the Contractor's estimate, as approved by the County in writing, shall remain firm and fixed for the scope of Work. In no event will the Contractor be due additional compensation in excess of the approved amount unless a change to site conditions, or scope of work, is identified by the Contractor and is verified by the County. Upon the discovery of a differing site condition, the Contractor shall promptly notify the County's Facility Manager. The County will issue a written determine of entitlement for additional compensation.

1.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to add any number of Conveyance Equipment to any group(s), at the County's sole discretion, by soliciting a price quote(s) from the Contractor awarded to perform services under that group.

1.10 DELETION OF CONVEYANCE EQUIPMENT

The County reserves the right to delete any number of Conveyance Equipment from this contract, at the County's sole discretion, by issuing a written notification to the Contractor 14 calendar days in advance of such deletion.

1.11 WORK ACCEPTANCE

Completed Repairs and Modernization Work will be surveyed by an authorized representative of the County. This survey shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

1.13 WARRANTY

All Material, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this contract shall be new and warranted. In the event any of the material supplied to the County by the Contractor is found to be defective or does not conform to specifications, the County reserves the right to (1) cancel the order and return such Material to the Contractor, or (2) require the Contractor to replace the Material at the Contractor's expense.

- a. In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its Parts/Work against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.
- b. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective Work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for this Work or items; either through a credit memorandum or through invoicing.
- c. Warranty Service Period (For Modernization Only):

This includes furnishing warranty during the first year of operation and providing maintenance for One (1) year free of extra charges as well as any other miscellaneous service necessary for the replacement of the existing Conveyance Equipment. Please note that the One (1) year maintenance that is free of extra charges provided after the Modernization of the Equipment will include all the terms, conditions, and services provided under the contract. For avoidance of doubt, the County will not pay for Covered Repairs, Service Calls, and Preventative Maintenance costs for the first year following the completion of modernization.

1.14 DISCOVERY OF MEDICAL WASTE

If during course of completing Services under this Contract, medical wastes are encountered, the Contractor may be requested to subcontract the cleaning of the pit to a qualified entity and bill the County based on the cost plus a mark-up that shall not exceed ten percent (10%). The Contractor shall provide access to the pit at no charge. All billing for this Service shall be backed up by supporting documentation.

APPENDIX B – TECHNICAL SPECIFICATIONS**I. ON-SITE DOCUMENTATION**

On-Site Documentation, as referenced in the Maintenance Control Program (MCP) and as specified in ASME A17.1, shall be written and permanently kept on-site in the machine room, machinery space, control room, control space, or in the means necessary for test in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.1 8.6.1.2.2(d) shall be on-site and available to the specified personnel. The On-Site Documentation shall include the following specified documents:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits.
- B. Procedures for inspections and tests not described in ASME A17.2 and procedures or methods required for elevator personnel to perform maintenance, repairs, replacements, and adjustments, as follows:
 - 1. All procedures specifically identified in the Code as required to be written (e.g., check out procedure for leveling; check out procedure for overspeed valve; and check out procedure for reversal stop switch, etc.)
 - 2. Unique maintenance procedures or methods required for inspection, tests, and replacement of SIL rated E/E/PES electrical protective devices and circuits.
 - 3. Unique maintenance procedures or methods required for inspection, tests, and replacement of equipment applied under alternative arrangements shall be provided by the manufacturer or installer.
 - 4. Unique maintenance procedures or unique methods required for inspection and test of equipment specified in an ASME A17.7/CSA B44.7, Code Compliance Document (CCD).
- C. Written checkout procedures must be prepared:
 - 1. To demonstrate E/E/PES function as intended.
 - 2. For elevator leveling speed with open doors.
 - 3. For hydraulic elevator overspeed.
 - 4. For escalator reversal stopping device.
 - 5. For escalator handrail retarding force.
- D. Additional Written procedures must be prepared for the following:
 - 1. Authorized persons and emergency personnel elevators evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosures cleaning by authorized persons.

II. MAINTENANCE AND REPAIR SERVICES (GENERAL STANDARDS)

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with the minimum maintenance approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts.
- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of ASME A17.1, and, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. Contractor shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the Conveyance Equipment including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally, the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

- D. The Contractor shall; clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and lower Newell wheel bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step up-thrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, comb plates(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.
- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighting devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Contractor shall keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fishplate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. At least once per year or more, as required to prevent the build-up of lint and dirt, the Contractor shall brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Contractor shall maintain equal tension between individual wire suspension ropes in each set of suspension ropes, and lubricate wire suspension ropes in accordance with wire rope. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ASME A17.1, ASME A17.2 and ASME A17.6.
- J. At a frequency specified in the MCP, the Contractor shall examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the applicable ASME A17.1, Safety Code for Elevators and Escalators, to include five (5) year full load and full speed tests.

The Contractor shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in Paragraph 3.8 (C), and as required by State Law.
- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, carton, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, painted and presentable at all times. The motor windings and controller coils are to be treated with insulating compound to maintain the insulation as required by equipment manufacturers' and industry standards.
- L. Contractor shall maintain the conveyance signal system, devices and fixtures, fixture cover plates, and all finishes. Signal system equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers, and gongs.
- M. Contractor shall maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, key switches, emergency car lights, batteries and hoist way door unlocking

devices. The Contractor shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.

- N. The Contractor shall furnish as-built wiring diagrams provided by the manufacturer, and two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and unit to be maintained and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible, complete, and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building, then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group.

The Contractor must present proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One set of wiring diagrams to be kept in the machine room. The remaining set is for the ISD Office of Elevator Safety files. Both sets are to be submitted to the Office of Elevator Safety for affixation of a County stamp, ten (10) days prior to installation. Contractor(s) not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the Contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note # 2 below.) In addition, the Contractor shall notify the County of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be kept in the machine room and the ISD Office of Elevator Safety files, at all times.

Note 1: As-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

Note 2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the Contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris.
- Q. The Contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, the County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data set provided on digital media and a full written report of actual conditions are to be submitted to the Office of Elevator Safety.
- R. All lubricants, chemicals and other industrial discard shall be disposed of as per laws, requirements, standards and rules established by the Environmental Protection Agency, the Miami-Dade County Regulatory and Economic Resources Department, and/or any other local, state or national authority/institution.

III. MONTHLY MINIMUM TASKS (PREVENTATIVE MAINTENANCE)

Contractor shall perform all the monthly minimum preventative maintenance tasks per the requirements of ASME A17.1, Section 8.6, and the agreed upon Maintenance Control Program (MCP).

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:
1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
 2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)
- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest mean time between failures possible, utilizing the most advanced maintenance method and equipment available.

1. MTBF = T = Actual Operating hours F = Number of failures in actual operating time.
2. Failures shall be determined exclusive of shutdowns due to vandalism, overloading, and activation of safety devices by external cause.

V. CLEAN DOWN REQUIREMENTS

- A. The Contractor shall replace all worn or broken parts at the time of a clean down. With respect to escalators and moving walks, Contractor shall do so prior to re-installing the escalator steps or moving walk pallets and prior to seeking the contractually required post-clean down inspection.
- B. Upon completion of any required unit clean down, Contractor shall immediately notify the Office of Elevator Safety that said unit's annual clean down has been completed and an inspection is required.
- C. Upon Contractor's receipt of or access to the clean down inspection report, Contractor shall promptly cure any deficiencies and code violations noted in the report, including, without limitation, promptly replacing any worn or broken parts noted in same.
- D. Regarding escalators and moving walk clean downs, to effectuate proper cleaning, Contractor shall remove a minimum of 50% of the escalator steps and moving walk pallets or a higher percentage (up to 100%) as may be required to facilitate proper cleaning of the unit.
- E. The County retained Qualified Elevator Inspector, "QEI" shall have final say regarding unit cleanliness and re the percentage of steps or pallets that need to be removed.

VI. SEMI-ANNUAL AUDIT AND REQUIRED ANNUAL VENDOR SUPERVISOR CONDUCTED UNIT SURVEYS

Using a survey form provided by the Office of Elevator Safety, which may, at the County's sole discretion, include hard copies and/or electronic formats (with electronic submission requirements) submitted to the applicable County Personnel, Contractor shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by qualified elevator personnel familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

If the Contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner (sixty days past due date), the County reserves the right to perform the survey with their personnel or to contract it to a third party consultant, the cost of which will be deducted from monies due to the Contractor under this contract, as determined by the Office of Elevator Safety.

VII. CONTRACTOR'S PERSONNEL

- A. All service Technicians shall be equipped with an individually signaled two-way radio, cellular telephone or other suitable two-way communication device while on duty. Each employee shall have and wear photo identification issued by the Contractor that identifies the name and license number of the Contractor.
- B. The Contractor shall maintain and use a separate and exclusive repair crew trained in elevator and escalator repairs. Generally, repairs shall be performed by repair crews, not by maintenance Technicians. All repairs shall be scheduled through the applicable County personnel.
- C. The Contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Specially assigned crews shall not be diverted to other sites or departments except in case of emergency with the facility management's approval. Periodic tests shall generally be performed by test crews, not by maintenance Technicians. All periodic tests shall be scheduled through the facility management and shall be witnessed by a Florida Certified Elevator Inspector working for the authority having jurisdiction at Miami-Dade County.
- D. The Contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor personnel are to possess keys (keyed

alike) to the lock box to facilitate access to County equipment by all applicable Contractor personnel.

- E. The Contractor shall have access to Mechanical and Electrical Professional Engineering services in the event that a need for such services is identified by the County. This requirement can be met with either the Contractor's own staff or by subcontracting for this service. Mechanical and Electrical Professional Engineering services may be required to properly execute Modernizations or complex repairs, at no additional costs to the County.
- F. The County may require all employees of the Contractor to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to Work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the Contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention of the official representative of the Contractor.

VIII. RECORDS MANAGEMENT

The Contractor shall submit in written format, documents identified by this Section no later than the 10th day of each month. To minimize paperwork, the County will accept the Contractor's reports via electronic media forms as long as the Contractor provides the County the necessary software to read and copy such data.

A. Service Receipts

The Contractor shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and a detailed narrative description of the performed services, which narrative description shall relate to the work required by the Maintenance Control Program or whatever other relevant work order. These service receipts shall be signed by a responsible County employee at the time the Work is performed, and a copy of this service receipt or time ticket shall be given to the responsible County employee signing the document at the time of signing, for site records. Contractors using electronic media for company internal storage and transmittal of time shall provide a hard copy of the time ticket to the facility manager or designee, via email, at the completion of each day or service performed, as applicable.

In the event the Contractor cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Contractor shall leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and advise the project manager as soon as possible.

B. Monthly Logs

The Contractor shall provide County personnel with a monthly log, due by the 10th of each month, of all callbacks, repairs and minor adjustments made, in addition to the scheduled preventive maintenance Work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem.

For hydraulic elevators, the log book shall also be used to record all oil usage for each elevator. The record shall reflect all items required by code to be recorded, and shall include all oil stored on site, all oil recovered and the re-use or disposal of same, dates of each new transaction of oil usage (add, recover, dispose) and the name of the technician entering the information.

The Contractor shall provide the County personnel with a monthly log of all monthly tests of the firefighter service Phase I and II as required by Florida Statute 399, Florida Administrative Code 61C-5 and/or Florida Building Code, and as promulgated by American Society of Mechanical Engineers A17.1, supplements and addenda and A17.2.

At the County's discretion, the logbook may be maintained either in the machine room or other designated areas allowed by the code. The Contractor shall complete the log on each routine visit.

C. Check Chart

The Contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Office of Elevator Safety on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required

upon demand by the Office of Elevator Safety. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators. Check chart information may be stored and retained via electronic media, provided that the County is provided with the necessary software to access and retrieve data for all time periods.

D. Safety Test Reports

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of American Society of Mechanical Engineers (ASME) A 17.1. Tests are to include all semi-annual, annual, and five (5) year safety, governor and buffer tests as specified. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by ASME A17.1, supplements and addenda, and A17.2. In the case of five (5) Year safety tests, a written report conforming to ASME A17.1 and A 17.2 reflecting results of the test shall be submitted to the Office of Elevator Safety following the test for County records. For other tests a copy of a report for each test will be left in the elevator log book. Documentation required by ASME A17.1 shall be provided in all cases, without exception.

E. Witnessing of Tests

The ASME A 17.1 and Florida Statutes Chapter 399 by adoption of ASME A 17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector" from the County. The Contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-Dade County Internal Services Department's Office of Elevator Safety, prior to the tests being performed, so the authority may provide a witness.

F. Inspection/Audit

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Office of Elevator Safety or designee.

IX. TOOLS

Upon the request of the County, prior to the start of Work, the Contractor shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Contractor shall complete a list of the tools that they have either on the service trucks or in their shop. Tools which they do not physically have must be reported where they are available for Technicians' use.

X. PARTS

- A. The Contractor shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-order of replacement parts. The Office of Elevator Safety, will advise on the missing language, and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Contractor, and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Contractor's local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed at no additional cost to the County. The County shall not be charged for replacement parts that are no longer production items or otherwise deemed obsolete. If a component or part fails and there is not an available OEM replacement, the Contractor shall replace the entire component or assembly at their sole expense, including the redesigned model assemblies. Replacements may include, but are not limited to, hydraulic valves, controllers, door operators, generators, timer, motors, etc.

- C. The Contractor, at the discretion of the County, shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures and bearings. The Contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph.

The Contractor, if other than the original manufacturer of the Conveyance Equipment, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Contractor and the Manufacturer to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer.

- D. If a part or component fails and the Contractor does not have replacement in stock; The Contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expeditious method, by no later than the following working day. If a component or part is identified as requiring replacement prior to failure, the Contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

XI. LUBRICANTS

The lubricants, including oils and grease, used shall comply with the specifications for lubricants recommended by the equipment manufacturer of the Conveyance Equipment. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2. Lubricants shall be stored in proper containers. All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

XII. JOBSITE

Under no circumstances shall County be liable for any damage done to equipment, parts, components and/or materials not yet installed and stored at any County facility. The Contractor is responsible for all un-installed equipment, parts, components and materials stored on the job site.

- A. There are some County's facilities that are prone to major flooding, due to design and/or location. Although the County will take every reasonable precaution to protect all equipment, parts, components, and materials storage by the Contractor, the Contractor shall be responsible of securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their work site(s), protect or remove from the site all un-installed equipment, parts, components and materials stored at any County facility.

XIII. NON-PROPRIETARY

The Conveyance Equipment, inclusive of any parts needed for modernization, shall be non-proprietary and shall conform to the requirements stipulated on attachment 3. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 3, Non-Proprietary Equipment Affidavit that must be notarized and fully executed. Following the completion of Work, the Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and/or programmable software changes on any unit of the microprocessor based elevator control equipment. The Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Contractor shall provide step by step adjusting, programming, and troubleshooting procedures that pertain to the microprocessor control equipment, and a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
Skyride D Terminal

Address:
Dolphin
Parking, 2100
NW 42nd Ave,
Miami, FL
33126

Unit Description Manf.:
Westmont Industries **Type:**
Belt Type Moving Walk **Stops:**
n/a
LBS: n/a **FPM:** n/a
DC#: 6021 **Serial#:** 68743

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace westmont belts (per large unit) material cost only		180
2	Labor for westmont belt.		
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westmont belts on an as needed basis		
7			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
Skyride D Terminal

Address:
Dolphin
Parking, 2100
NW 42nd Ave,
Miami, FL
33126

Unit Description Manf.:
Westmont Industries **Type:**
Belt Type Moving Walk **Stops:**
n/a
LBS: n/a **FPM:** n/a
DC#: 6022 **Serial#:** 68744

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westmont belts on an as needed basis		
7			
8			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
Skyride D - E Terminal

Address:
2100 NW
42nd Ave,
Miami, FL
33126

Unit Description Manf.:
Westmont Industries **Type:**
Belt Type Moving Walk **Stops:**
n/a
LBS: n/a **FPM:** n/a
DC#: 6023 **Serial#:** 68745

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westomont belts on an as needed basis		
7			
8			
9			
10			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
Skyride D - E Terminal

Address:
2100 NW
42nd Ave,
Miami, FL
33126

Unit Description Manf.:
Westmont Industries **Type:**
Belt Type Moving Walk **Stops:**
n/a
LBS: n/a **FPM:** n/a
DC#: 6024 **Serial#:** 68746

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westomont belts on an as needed basis		
7			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: Skyride E - F Terminal

Address:
2100 NW
42nd Ave,
Miami, FL
33126

Unit Description Manf.:
Westmont Industries **Type:**
Belt Type Moving Walk **Stops:**
n/a
LBS: n/a **FPM:** n/a
DC#: 6025 **Serial#:** 68747

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westomont belts on an as needed basis		
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: Skyride E - F Terminal

Address:
 2100 NW
 42nd Ave,
 Miami, FL
 33126

Unit Description Manf.:
 Westmont Industries **Type:**
 Belt Type Moving Walk **Stops:**
 n/a
LBS: n/a **FPM:** n/a
DC#: 6026 **Serial#:** 68748

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace westmont belts (per small unit)		180
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westmont belts on an as needed basis		
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19			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: Skyride E Terminal

Address:
 Flamingo
 Parking, 2100
 NW 42nd Ave,
 Miami, FL
 33126

Unit Description Manf.:
 Westmont Industries **Type:**
 Belt Type Moving Walk **Stops:**
 n/a
LBS: n/a **FPM:** n/a
DC#: 6027 **Serial#:** 68749

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westmont belts on an as needed basis		
7			
8			
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16			
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18			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: Skyride E Terminal

Address:
 Flamingo
 Parking, 2100
 NW 42nd Ave,
 Miami, FL
 33126

Unit Description Manf.:
 Westmont Industries **Type:**
 Belt Type Moving Walk **Stops:**
 n/a
LBS: n/a **FPM:** n/a
DC#: 6028 **Serial#:** 68750

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Patch and repair existing Westmont belts on an as needed basis		
7			
8			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 100		<u>Address:</u> 5600 NW 36 St., Miami, FL 33132	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 2 Stops LBS: 2000lbs FPM: n/a DC#: 2653 Serial#: 66670	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	Safety Edge recommended. Currently has safety boot.			
7	Recommnd for Moderination in the next few years			
8				
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 100		<u>Address:</u> 5600 NW 36 St., Miami, FL 33132	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 2 Stops LBS: 2000lbs FPM: n/a DC#: 6790 Serial#: 69294	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	Safety Edge recommended. Currently has safety boot.			
7	Recommnd for Moderination in the next few years			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 700 (CARGO BUILDING)		<u>Address:</u> 2461 NW 67th Ave Bldg 700, Miami, FL 33122	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 7971 Serial#: 70384	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Perform light Hydraulic maintenance		120	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15	RECOMMENDATION - NOT A DEFICIENCY			
16	Recommend detector edge as billable upgrade however optional			
17				
18				
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20	T			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 700 (CARGO BUILDING)		<u>Address:</u> 2461 NW 67th Ave Bldg 700, Miami, FL 33122	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 7972 Serial#: 70385	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 700 (700 CARGO BUILDING)		<u>Address:</u> 2461 NW 67th Ave Bldg 700, Miami, FL 33122	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 7973 Serial#: 70386	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
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4				
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 702 (CARGO BUILDING)		<u>Address:</u> 2134 NW 25th Street, Miami, FL 33182	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 7968 Serial#: 70381	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Provide Door adjustments	\$0	90	
2				
3				
4				
5				
6				
7				
8				
9				
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11				
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17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: BUILDING 702 (CARGO BUILDING)

Address:
2134 NW 25th
Street, Miami,
FL 33182

Unit Description Manf.:

Mowery

Type: Hydraulic Elevator

Stops: 3 Stops

LBS: 3500lbs **FPM:** 200FPM

DC#: 7969 **Serial#:** 70382

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Valve adjustment to improve ride quality	\$0	90
2			
3			
4			
5			
6			
7			
8			
9			
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14			
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17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: BUILDING 702 (CARGO BUILDING)

Address:
2134 NW 25th
Street, Miami,
FL 33182

Unit Description Manf.:

Mowery

Type: Hydraulic Elevator

Stops: 3 Stops

LBS: 3500lbs **FPM:** 200FPM

DC#: 7970 **Serial#:** 70383

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Valve adjustments to improve ride quality	\$0	90
2	Provide Door adjustments	\$0	90
3			
4			
5			
6			
7			
8			
9			
10			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: BUILDING 706 (CARGO BUILDING)

Address:
1821 NW 68th
Avenue,
Miami, FL
33126

Unit Description Manf.:

Mowery

Type: Hydraulic Elevator

Stops: 3 Stops

LBS: 3500lbs **FPM:** 200FPM

DC#: 8743 **Serial#:** 71103

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency (Going to be brand new TAC32)		
2			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 706 (CARGO BUILDING)		<u>Address:</u> 1821 NW 68th Avenue, Miami, FL 33126	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 8744 Serial#: 71104	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency (Going to be brand new TAC32)			
2				
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
BUILDING 706 (CARGO BUILDING)

Address:
1821 NW 68th
Avenue,
Miami, FL
33126

Unit Description Manf.:
Mowery
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 3500lbs **FPM:** 200FPM
DC#: 8745 **Serial#:** 71105

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency (Going to be brand new TAC32)		
2			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: BUILDING 706 (CARGO BUILDING)		Address: 1821 NW 68th Avenue, Miami, FL 33126	Unit Description Manf.: Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 8746 Serial#: 71106	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency (Going to be brand new TAC32)			
2				
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 708 (CARGO BUILDING)		<u>Address:</u> 1650 NW 66th Ave Ste 206 Bldg 708, Miami, FL 33126	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 8757 Serial#: 71117	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency (New just modernized TAC32)			
2				
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name: BUILDING 708 (CARGO BUILDING)

Address:
1650 NW 66th
Ave Ste 206
Bldg 708,
Miami, FL
33126

Unit Description Manf.:

Mowery

Type: Hydraulic Elevator

Stops: 3 Stops

LBS: 3500lbs **FPM:** 200FPM

DC#: 8758 **Serial#:** 71118

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency (New just modernized TAC32)		
2			
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4			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> BUILDING 708 (CARGO BUILDING)		<u>Address:</u> 1650 NW 66th Ave Ste 206 Bldg 708, Miami, FL 33126	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 200FPM DC#: 8759 Serial#: 71119	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency (Going to be brand new Tac32)			
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20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
BUILDING 708 (CARGO BUILDING)

Address:
1650 NW 66th
Ave Ste 206
Bldg 708,
Miami, FL
33126

Unit Description Manf.:
Mowery
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 3500lbs **FPM:** 200FPM
DC#: 8760 **Serial#:** 71120

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency (New TAC 32 just modded)		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Building/Property Name:
BUILDING 716A (CARGO BUILDING)

Address:
1650 NW 66th
Ave Ste 206
Bldg 708,
Miami, FL
33126

Unit Description Manf.:
Mowery
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 3500lbs **FPM:** 200FPM
DC#: 8762 **Serial#:** 71122

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> CONCOURSE H, GATE H-12		<u>Address:</u> 2100 NW 42nd Ave, Miami, FL 33126	<u>Unit Description Manf.:</u> Mowery Type: Hydraulic Elevator Stops: 2 Stops LBS: 4000lbs FPM: 125FPM DC#: 7727 Serial#: 70160	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Please see attached Modernization proposal.	\$ -	190	
2				
3				
4	Recommendation:- Modernization of the unit per spec. \$188,942.52			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 2: AVIATION DEPARTMENT

<u>Building/Property Name:</u> 1775		<u>Address:</u> 1775 NW 70 AVE, Miami, FL 33126		<u>Unit Description Manf.:</u> Allstate Type: Hydraulic Elevator Stops: 2 Stops LBS: 2000lbs FPM: 100FPM DC#: 1959 Serial#: 66012	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)		
1	No Deficiencys				
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00		



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name:
HICKMAN GARAGE

Address:
270 NW 2nd
Avenue,
Miami, FL
33128

Unit Description Manf.: ThyssenKrupp TAC 50-04 **Type:** Geared Traction Elevator
Stops: 7 Stops
LBS: 2500lbs **FPM:** 200FPM
DC#: 9266 **Serial#:** 71618

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1			
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Selector showing signs of beginning to tarnish Discuss with ISD		
7	Treat car to with rust inhibitor		
8			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name:
HICKMAN GARAGE

Address:
270 NW 2nd
Avenue,
Miami, FL
33128

Unit Description Manf.:
ThyssenKrupp TAC 50-04 **Type:**
Geared Traction Elevator
Stops: 7 Stops
LBS: 2500lbs **FPM:** 200FPM
DC#: 9267 **Serial#:** 71619

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace missing COP screws.	\$0	90
2			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> HICKMAN BUILDING		<u>Address:</u> 275 NW 2nd Avenue, Miami, FL 33128	<u>Unit Description</u> Manf.: Montgomery Type: Hydraulic Elevator Stops: 5 Stops LBS: 3000lbs FPM: 125FPM DC#: 10490 Serial#: 74397	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Appears to have a bad traveling cable Discusss with IDS on direction	\$ 4,000.00	180	
2	Packing Leaking	\$ 1,500.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$5,500.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: HICKMAN BUILDING		Address: 275 NW 2nd Avenue, Miami, FL 33128	Unit Description Manf.: Montgomery Type: Glass Back Hydraulic Elevator Stops: 5 Stops LBS: 3000lbs FPM: 125FPM DC#: 10491 Serial#: 74398	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Leaking packing	\$ 1,500.00	180	
2	Leaking hose	\$ 1,000.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$2,500.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: HICKMAN BUILDING

Address:
275 NW 2nd
Avenue,
Miami, FL
33128

Unit Description Manf.:
Montgomery
Type: Glass Back Hydraulic
Elevator
Stops: 5 Stops
LBS: 3000lbs **FPM:** 125FPM
DC#: 10492 **Serial#:** 74399

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Hydraulic hose leaking	\$1,000	180
2			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,000.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CORAL GABLES COURTS

Address:
3100 Ponce
de Leon
Boulevard,
Coral Gables,
FL 33134

Unit Description Manf.:
Mowery
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2500lbs **FPM:** 125FPM
DC#: 8030 **Serial#:** 70416

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: DADE COUNTY COURTHOUSE

Address:
73 West
Flagler Drive,
Miami, FL
33130

Unit Description Manf.:
Eastern **Type:** Dumbwaiter
Stops: 3 Stops
LBS: 500lbs **FPM:** 50FPM
DC#: 1380 **Serial#:** 65454

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: DADE COUNTY COURTHOUSE

Address:
 73 West
 Flagler Drive,
 Miami, FL
 33130

Unit Description Manf.: Matot
Type: Dumbwaiter **Stops:** 2
 Stops
LBS: 25lbs **FPM:** 50FPM
DC#: 1789 **Serial#:** 65849

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> DADE COUNTY COURTHOUSE		<u>Address:</u> 73 West Flagler Drive, Miami, FL 33130	<u>Unit Description</u> Manf.: Lift-U Courtroom Type: Wheelchair Lift Stops: 3 Stops LBS: 1050lbs FPM: 10FPM DC#: 14287 Serial#: 78147	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: NORTH DADE JUSTICE CENTER		Address: 15555 N. Biscayne Boulevard, North Miami Beach, FL 33160	Unit Description Manf.: Montgomery Type: Hydraulic Elevator Stops: 2 Stops LBS: 2000lbs FPM: 125FPM DC#: 6873 Serial#: 69369	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Clean & Paint elevator car top	\$ 400.00	180	
2	Rust remediation of pit equipment	\$ 400.00	180	
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4				
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14				
15	RECOMMENDATION - NOT A DEFICIENCY			
16	Recommend detector edge to the customer as a billable extra to upgrade.\$1,500			
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: NORTH DADE JUSTICE CENTER

Address:
15555 N.
Biscayne
Boulevard,
North Miami
Beach, FL
33160

Unit Description Manf.:
Montgomery
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2000lbs **FPM:** 125FPM
DC#: 6874 **Serial#:** 69370

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Furnish & Install new escution tube	\$ 300.00	180
2	Investigate pumping unit leak and correct	\$ 840.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,140.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: NORTH DADE JUSTICE CENTER

Address:
15555 N.
Biscayne
Boulevard,
North Miami
Beach, FL
33160

Unit Description Manf.:
Montgomery
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2000lbs **FPM:** 125FPM
DC#: 6875 **Serial#:** 69371

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Replace broken pickup roller on 2nd floor	\$ 80.00	120
2	Furnish & Install missing car door bumpers.	\$ 40.00	120
3			
4			
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14			
15	RECOMMENDATION - NOT A DEFICIENCY		
16	Furnish & Install New Detector edge Lense		
17			
18			
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20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$120.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: NORTH DADE JUSTICE CENTER

Address:
15555 N.
Biscayne
Boulevard,
North Miami
Beach, FL
33160

Unit Description **Manf.:**
Montgomery **Type:** Escalator
Stops: n/a
LBS: 7000lbs **FPM:** 90FPM
DC#: 6876 **Serial#:** 69372

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Adjust hand rail tensioning	\$ 480.00	120
2			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: ISD Fleet Management Division Shop #3

Address:
 8801 NW 58th
 Street, Doral,
 FL 33178

Unit Description **Manf.:** Matot
Type: Dumbwaiter **Stops:** 2
 Stops
LBS: 300lbs **FPM:** 50FPM
DC#: 7023 **Serial#:** 69518

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: EMERGENCY OPERATIONS CENTER (DPCC / ANNEX)		Address: 5680 SW 87th Avenue, Miami, FL 33173	Unit Description Manf.: American Starglide Type: Wheelchair Lift Stops: 2 Stops LBS: n/a FPM: n/a DC#: 2433 Serial#: 66462	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: JOSEPH CALEB CENTER		Address: 5420 N.W. 22nd Avenue, Miami, FL 33142	Unit Description Manf.: Kone/Armor Type: Geared Traction Elevator Stops: 7 Stops LBS: 2500lbs FPM: 350FPM DC#: 1998 Serial#: 66050	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Rust remediation of pit equipment	\$ 400.00	180	
2	Rust remediation of car top	\$ 400.00	180	
3	Shorten Hoist Ropes	\$ 1,500.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$2,300.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> JOSEPH CALEB CENTER		<u>Address:</u> 5420 N.W. 22nd Avenue, Miami, FL 33142	<u>Unit Description Manf.:</u> Kone/Armor Type: Geared Traction Elevator Stops: 7 Stops LBS: 2500lbs FPM: 350FPM DC#: Serial#: 66049	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Rust remediation of pit equipment	\$ 400.00	180	
2	Rust remediation of car top	\$ 400.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: OVERTOWN VILLAGE NORTH

Address:
701 NW 1st
Court, Miami,
FL 33136

Unit Description Manf.: Kone
Monospace
Type: Geared Traction Elevator
Stops: 17 Stops
LBS: 3500lbs **FPM:** 500FPM
DC#: 11059 **Serial#:** 75067

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint car tops with rust inhibitor paint	\$ 240.00	180
2	Paint pit equipment with rust inhibitor paint	\$ 240.00	180
3	Replace rollers as needed	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$720.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> OVERTOWN VILLAGE NORTH		<u>Address:</u> 701 NW 1st Court, Miami, FL 33136	<u>Unit Description</u> Manf.: Kone Monospace Type: Geared Traction Elevator Stops: 17 Stops LBS: 3500lbs FPM: 500FPM DC#: 11060 Serial#: 75068	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180	
2	Adjust door interlocks to ensure no shutdowns.	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name:
OVERTOWN VILLAGE NORTH

Address:
701 NW 1st
Court, Miami,
FL 33136

Unit Description Manf.: Kone
Monospace
Type: Geared Traction Elevator
Stops: 17 Stops
LBS: 3500lbs **FPM:** 500FPM
DC#: 11062 **Serial#:** 75070

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180
2	Gibbs scraping Furnish & Install new	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: OVERTOWN VILLAGE NORTH		Address: 701 NW 1st Court, Miami, FL 33136	Unit Description Manf.: Kone Monospace Type: Geared Traction Elevator Stops: 17 Stops LBS: 3500lbs FPM: 500FPM DC#: 11063 Serial#: 75071	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180	
2	Adjust door speeds to optimal performance & return car to service.	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: OVERTOWN VILLAGE NORTH		Address: 701 NW 1st Court, Miami, FL 33136	Unit Description Manf.: Kone Monospace Type: Geared Traction Elevator Stops: 17 Stops LBS: 3500lbs FPM: 500FPM DC#: 11064 Serial#: 75072	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION		Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180	
2	Car top rusting. Scrape, clean, and paint car top.	\$ 240.00	180	
3	Replace hanger rollers as needed and pickup rollers.	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$720.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: OVERTOWN VILLAGE NORTH

Address:
701 NW 1st
Court, Miami,
FL 33136

Unit Description Manf.: Kone
Monospace
Type: Geared Traction Elevator
Stops: 17 Stops/17F 1R **LBS:**
3500lbs **FPM:** 500FPM **DC#:**
11061 **Serial#:** 75069

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$240.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name:
 OVERTOWN VILLAGE NORTH

Address:
 701 NW 1st
 Court, Miami,
 FL 33136

Unit Description Manf.: Kone
 Monospace
Type: Geared Traction Elevator
Stops: 9 Stops
LBS: 2500lbs FPM: 350FPM
DC#: 11304 **Serial#:** 75176

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180
2	Perform brake maintenance to adjust and improve operation of brake	\$ 240.00	180
3	Signs of rubber deterioration on rollers Replace throughout as needed	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$720.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name:
 OVERTOWN VILLAGE NORTH

Address:
 701 NW 1st
 Court, Miami,
 FL 33136

Unit Description Manf.: Kone
 Monospace
Type: Geared Traction Elevator
Stops: 9 Stops
LBS: 2500lbs **FPM:** 350FPM
DC#: 11305 **Serial#:** 75177

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint pit equipment with rust inhibitor paint	\$ 240.00	180
2	Brake maintenance MRL. Needs to be adjusted correctly to minimize wear	\$ 240.00	180
3	Signs of rubber deterioration on rollers Replace throughout as needed	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$720.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13062 Serial#: 76888	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleandowns for improved reliability and longevity	\$ 400.00	180	
2	Furnish and Install missing escution tubes	\$ 500.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,140.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13063 Serial#: 76889	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleandowns for improved reliability and longevity	\$ 960.00	180	
2	Furnish and install missing escution tubes	\$ 240.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,440.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13064 Serial#: 76890	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleandowns for improved reliability and longevity	\$ 960.00	180	
2	Furnish and Install missing escution tubes	\$ 240.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,440.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13065 Serial#: 76891	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleardowns for improved reliability and longevity	\$ 960.00	180	
2	Furnish and Install missing escution tubes	\$ 240.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,440.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13066 Serial#: 76892	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleandowns for improved reliability and longevity	\$ 960.00	180	
2	Furnish and install missing escution tubes	\$ 240.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,440.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 13 Stops LBS: 4000lbs FPM: 700FPM DC#: 13067 Serial#: 76893	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Commence Hoistway Cleandowns for improved reliability and longevity	\$ 960.00	180	
2	Furnish and install missing escution tubes	\$ 240.00	180	
3	Initiate Door maintenance program for optimal door adjustments	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$1,440.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description **Manf.:** Kone
Type: Geared Traction Elevator
Stops: 14 Stops
LBS: 3500lbs **FPM:** 700FPM
DC#: 13068 **Serial#:** 76894

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint Pit equipment with rust inhibitor paint	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$240.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description Manf.: Kone
Type: Geared Traction Elevator
Stops: 14 Stops
LBS: 3500lbs **FPM:** 700FPM
DC#: 13069 **Serial#:** 76895

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Paint Pit equipment with rust inhibitor paint	\$ 240.00	180
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$240.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description Manf.: Kone
Type: Geared Traction Elevator
Stops: 14 Stops
LBS: 3500lbs **FPM:** 700FPM
DC#: 13070 **Serial#:** 76896

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description Manf.: Kone
Type: Geared Traction Elevator
Stops: 14 Stops
LBS: 3500lbs **FPM:** 700FPM
DC#: 13071 **Serial#:** 76897

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 15 Stops LBS: 6000lbs FPM: 350FPM DC#: 13072 Serial#: 76898	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Initiate door maintenance program at this is a busy critical car	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$240.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 6 Stops LBS: 4500lb FPM: 350FPM DC#: 13073 Serial#: 76899	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Check rope tensioning as currently replacing ropes	\$ 480.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Geared Traction Elevator Stops: 6 Stops LBS: 4500lb FPM: 350FPM DC#: 13074 Serial#: 76900	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Check rope tensioning as currently replacing ropes	\$ 480.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$480.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Hydraulic Elevator Stops: 2 Stops LBS: 3500lbs FPM: 200FPM DC#: 13075 Serial#: 76901	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Check TP packing and hydraulics	\$ 240.00	180	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$240.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description Manf.: Kone
Eco3000 **Type:** Escalator Stops:
LBS: n/a **FPM:** n/a
DC#: 13076 **Serial#:** 76902

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Initiate Chain and handrail maintenance inspections	\$ 800.00	90
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Eco3000 Type: Escalator Stops: LBS: n/a FPM: n/a DC#: 13077 Serial#: 76903	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Initiate Chain and handrail maintenance inspections	\$ 800.00	90	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

Building/Property Name: CHILDREN'S COURTHOUSE

Address:
155 NW 3rd
St,
Miami, FL
33128

Unit Description Manf.: Kone
Eco3000 **Type:** Escalator Stops:
LBS: n/a **FPM:** n/a
DC#: 13078 **Serial#:** 76904

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Initiate Chain and handrail maintenance inspections	\$ 800.00	90
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Eco3000 Type: Escalator Stops: LBS: n/a FPM: n/a DC#: 13079 Serial#: 76905	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Initiate Chain and handrail maintenance inspections	\$ 800.00	90	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$800.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 4: INTERNAL SERVICES DEPARTMENT

<u>Building/Property Name:</u> CHILDREN'S COURTHOUSE		<u>Address:</u> 155 NW 3rd St, Miami, FL 33128	<u>Unit Description</u> Manf.: Kone Type: Dumbwaiter Stops: 2 Stops LBS: 500lbs FPM: 40FPM DC#: 13139 Serial#: 77019	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> NORTHWEST DISTRICT POLICE STATION		<u>Address:</u> 5975 Miami Lakes Drive, Miami Lakes, FL 33014	<u>Unit Description Manf.:</u> Dover Type: Hydraulic Elevator Stops: 2 Stops LBS: 2100lbs FPM: 100FPM DC#: 5562 Serial#: 68383	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
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5	RECOMMENDATION - NOT A DEFICIENCY			
6	Detector edge upgrade to PD however it is optional billable upgrade			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: SOUTHWEST REGIONAL POLICE STATION (KENDALL)	Address: 7707 SW 117 AVE, Miami, FL 33183	Unit Description Manf.: ThyssenKrupp Type: Hydraulic Elevator Stops: 3 Stops LBS: 1500lbs FPM: 100FPM DC#: 2000 Serial#: 66052

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency - New Unit		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: ALEXANDER ORR WATER TREATMENT PLANT	Address: 6800 SW 87th Avenue, Miami, FL 33173	Unit Description Manf.: Mowery Type: Hydraulic Elevator Stops: 3 Stops LBS: 2500lbs FPM: 100FPM DC#: 8621 Serial#: 70982

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Furnish & Install new elevator telephone door.		90
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: ALEXANDER ORR WATER TREATMENT PLANT

Address:
6800 SW 87th
Avenue,
Miami, FL
33173

Unit Description Manf.:
Sheppard **Type:** Dumbwaiter
Stops: 3 Stops/2F 1R
LBS: 500lbs **FPM:** 50FPM
DC#: 1270 **Serial#:** 65354

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: SOUTH DISTRICT (BLACK POINT) WASTE WATER TREATMENT PLANT

Address:
 8950 SW 232
 Street, Cutler
 Bay, FL 33190

Unit Description Manf.:
 Mowery
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2000lbs **FPM:**
 185/150FPM
DC#: 9272 **Serial#:** 71624

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Clean car top		90
2	(Will cover under service contract)		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: SOUTH DISTRICT (BLACK POINT) WASTE WATER TREATMENT PLANT	Address: 8950 SW 232 Street, Cutler Bay, FL 33190	Unit Description Manf.: Dover Type: Hydraulic Elevator Stops: 2 Stops LBS: 2100lbs FPM: 100FPM DC#: 5511 Serial#: 68342

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Clean car top		90
2	(Will cover under service contract)		
3			
4			
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Grand Total Existing Deficiencies Correction Cost (Unit):	\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> JOHN E. PRESTON WATER TREATMENT	<u>Address:</u> 1100 W 2nd Avenue, Hialeah, FL 33010	<u>Unit Description Manf.:</u> Westinghouse <u>Type:</u> Geared Traction Elevator <u>Stops:</u> 4 Stops/4F 1R <u>LBS:</u> 4000lbs <u>FPM:</u> 75FPM <u>DC#:</u> 4175 <u>Serial#:</u> 67731

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation required for car top, door equipment, ceiling,	\$0	90
2	Door equipment maintenance program and complete overhaul.	\$0	90
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Grand Total Existing Deficiencies Correction Cost (Unit):	\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: JOHN E. PRESTON WATER TREATMENT

Address:
 1100 W 2nd
 Avenue,
 Hialeah, FL
 33010

Unit Description **Manf.:**
 Sedgewick **Type:** Dumbwaiter
Stops: 3 Stops/3F 1R
LBS: 500lbs **FPM:** 50FPM
DC#: 4176 **Serial#:** 67732

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
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5	RECOMMENDATION - NOT A DEFICIENCY		
6	Recommmed Modernization		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> LE JEUNE BUILDING (MAIN OFFICE)		<u>Address:</u> 575 Le Jeune Road, Miami, FL 33133	<u>Unit Description Manf.:</u> Dover Type: Hydraulic Elevator Stops: 3 Stops LBS: 3500lbs FPM: 125FPM DC#: 0508 Serial#: 64657	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Initiate hydraulic maintenance program	\$0	90	
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	Recommmed Modernization			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: CENTRAL DISTRICT WASTEWATER TREATMENT PLANT VIRGINIA KEY		Address: 3989 Rickenbacker Causeway, Key Biscayne, FL 33149	Unit Description Manf.: Dover Type: Hydraulic Elevator Stops: 2 Stops LBS: 3500lbs FPM: 100FPM DC#: 5984 Serial#: 68708	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> SOUTH DADE REGIONAL LIBRARY	<u>Address:</u> 10750 SW 211th Street, Cutler Bay, FL 33189	<u>Unit Description Manf.:</u> Westinghouse Type: Hydraulic Elevator Stops: 2 Stops LBS: 3000lbs FPM: 100FPM DC#: 1583 Serial#: 65650

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Upgrade to Detector edge		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: SOUTH DADE REGIONAL LIBRARY

Address:
10750 SW
211th Street,
Cutler Bay, FL
33189

Unit Description Manf.:
Westinghouse
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 3000lbs **FPM:** 100FPM
DC#: 1584 **Serial#:** 65651

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Upgrade to Detector edge		
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> CORAL GABLES LIBRARY		<u>Address:</u> 3443 Segovia Street, Coral Gables, FL 33134	<u>Unit Description</u> Manf.: Matot Type: Dumbwaiter Stops: 2 LBS: 300lbs FPM: 10FPM DC#: 1122 Serial#: 65227	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> WEST DADE REGIONAL LIBRARY		<u>Address:</u> 9445 SW 24th Street, Miami, FL 33165	<u>Unit Description Manf.:</u> Century Type: Hydraulic Elevator Stops: 2 Stops LBS: 2500lbs FPM: 125FPM DC#: 2259 Serial#: 66297	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION		Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Hydraulic maintenance program implemented	\$0	90	
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name:
WEST DADE REGIONAL LIBRARY

Address:
9445 SW 24th
Street, Miami,
FL 33165

Unit Description Manf.:
Century
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 3500lbs **FPM:** 125FPM
DC#: 2260 **Serial#:** 66298

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Hydraulic maintenance program implemented	\$0	90
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3			
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Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> WEST KENDALL REGIONAL LIBRARY	<u>Address:</u> 10201 Hammocks Boulevard, Miami, FL 33196	<u>Unit Description Manf.:</u> Mowrey Type: Hydraulic Elevator Stops: 2 Stops LBS: 3000lbs FPM: n/a DC#: 7482 Serial#: 69928

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	OMRON Modernization candidate		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> WEST KENDALL REGIONAL LIBRARY		<u>Address:</u> 10201 Hammocks Boulevard, Miami, FL 33196	<u>Unit Description Manf.:</u> Mowrey Type: Hydraulic Elevator Stops: 2 Stops LBS: 3000lbs FPM: n/a DC#: 7483 Serial#: 69929	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	OMRON Modernization candidate			
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> MIAMI-DADE COUNTY JAIL		<u>Address:</u> 1321 NW 13th Street, Miami, FL 33125	<u>Unit Description</u> Manf.: Kone/Montgomery Type: Hydraulic Elevator Stops: 2 LBS: 3000lbs FPM: 125FPM DC#: 0154 Serial#: 64338	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	Recommeded - New platform			
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> DADE COUNTY AUDITORIUM	<u>Address:</u> 2901 West Flagler Street, Miami, FL 33135	<u>Unit Description Manf.:</u> Global Type: Hoist Company Stage Lift Stops: 2 Stops LBS: 55000lbs FPM: 10FPM DC#: 8136 Serial#: n/a

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Grand Total Existing Deficiencies Correction Cost (Unit):	\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Building/Property Name: JOSEPH CALEB CENTER AUDITORIUM		Address: 5400 NW 22nd Avenue, Miami, FL 33142	Unit Description Manf.: Concord Type: Wheelchair Lift Stops: 2 Stops LBS: 750lbs FPM: 15FPM DC#: 9914 Serial#: 72246	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	No Deficiency			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> A.D.BARNES AQUATIC CENTER		<u>Address:</u> 3701 SW 72nd Avenue, Miami, FL 33155	<u>Unit Description Manf.:</u> Garaventa Genesis GVL-EN Type: Wheelchair Lift Stops: 2 Stops LBS: 750lbs FPM: 10FPM DC#: 12087 Serial#: 75395	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Furnish & Install new lock		90	
2				
3				
4				
5	RECOMMENDATION - NOT A DEFICIENCY			
6	outside units in bad shape recommend replacement.			
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> CRANDON PARK MARINA	<u>Address:</u> 4000 Crandon Boulevard, Key Biscayne, FL 33149	<u>Unit Description</u> Manf.: Savaria Type: LULA Stops: 2 Stops LBS: 1400lbs FPM: 125FPM DC#: 12558 Serial#: 76418

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Needs full cleandown as exposed to elements.		90
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Recommmed Modernization - Rusted throughout (Outdoor elevator)		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

<u>Building/Property Name:</u> NORTH DADE VICTIM CENTER		<u>Address:</u> 7831 NE Miami Court, Miami, FL 33138	<u>Unit Description Manf.:</u> Allstate Type: Hydraulic Elevator Stops: 3 stops/3F 2R LBS: 2500lbs FPM: 150FPM DC#: 6695 Serial#: 69208	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION		Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation of pit equipment	\$0	120	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20			fl	
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name:

JACKSON MEMORIAL MAIN CAMPUS: ALAMO

Address:

1611 NW 12th
Ave,
Miami, FL
33136

Unit Description Manf.:

Century Elevator
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 2000lbs FPM: 125FPM
DC#: 6168 Serial#: 68819

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation of oil line		120
2	Clean Car Top		120
3	Initiate door Equipment maintenance program.		120
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name:

JACKSON MEMORIAL MAIN CAMPUS: AMBULATORY CARE CENTER
(ACC) EAST

Address:

1611 NW 12th
Ave,
Miami, FL
33136

Unit Description Manf.:

Century/Eastern Elevator **Type:**

Glass Back Hydraulic Elevator

Stops: 2 Stops

LBS: 2000lbs **FPM:** 125FPM

DC#: 0680 **Serial#:** 64821

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



**ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER		Address: 160 NW 170th Street, North Miami Beach, FL 33169	Unit Description Manf.: ThyssenKrupp Elevator TAC 32	
			Type: Hydraulic Elevator Stops: 2 Stops LBS: 2500lbs FPM: 85FPM DC#: 3692 Serial#: 67396	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Perform door maintenance program on door equipment	\$0	90	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER : DIETARY		Address: 160 NW 170th Street, North Miami Beach, FL 33169	Unit Description Manf.: ThyssenKrupp Elevator TAC 50-04	
			Type: Geared Traction Elevator Stops: 7 Stops LBS: 2000lbs FPM: 250FPM DC#: 3693 Serial#: 67397	
#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)	
1	Perform door maintenance program on door equipment	\$0	90	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00	



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER :
PAVILION

Address:
160 NW 170th
Street, North
Miami Beach,
FL 33169

Unit Description Manf.:
ThyssenKrupp Elevator TAC
32
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 2500lbs **FPM:** 100FPM
DC#: 3694 **Serial#:** 67398

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation of pit equipment	\$0	90
2	Clean and Paint car tops	\$0	90
3	Clean machine rooms	\$0	90
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER :
PAVILION

Address:
160 NW 170th
Street, North
Miami Beach,
FL 33169

Unit Description Manf.:
ThyssenKrupp Elevator TAC
32
Type: Hydraulic Elevator
Stops: 3 Stops
LBS: 2500lbs **FPM:** 100FPM
DC#: 3695 **Serial#:** 67399

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation of pit equipment	\$0	90
2	Clean and Paint car tops	\$0	90
3	Clean machine rooms	\$0	90
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER :
PAVILION

Address:
160 NW 170th
Street, North
Miami Beach,
FL 33169

Unit Description Manf.:
Dover **Type:** Hydraulic
Elevator **Stops:** 2 Stops
LBS: 4000lbs **FPM:** 160FPM
DC#: 7650 **Serial#:** 70083

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	No Deficiency		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER: LOBBY-STAFF

Address:
 160 NW 170th
 Street, North
 Miami Beach,
 FL 33169

Unit Description Manf.:
 Dover Elevator
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 4000lbs **FPM:** 125FPM
DC#: 5522 **Serial#:** 68352

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Rust remediation of pit equipment	\$0	90
2	Rust remediation of car top	\$0	90
3	Furnish & Install new pickup rollers as needed.	\$0	90
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 1 - EXISTING DEFICIENCY CORRECTION FORM
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR
SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Building/Property Name: JACKSON NORTH MEDICAL CENTER : ICU

Address:
 160 NW 170th
 Street, North
 Miami Beach,
 FL 33169

Unit Description Manf.:
 Dover Elevator
Type: Hydraulic Elevator
Stops: 2 Stops
LBS: 4000lbs **FPM:** 125FPM
DC#: 3703 **Serial#:** 67407

#	Description of Proposed Work for EXISTING DEFICIENCY CORRECTION	Proposed Cost for Correction of Existing Deficiency	Proposed Duration for Correction of Existing Deficiency (days)
1	Initiate door equipment maintenance program	\$0	90
2			
3			
4			
5	RECOMMENDATION - NOT A DEFICIENCY		
6	Recommend new billable lobby door skin to customer.		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Grand Total Existing Deficiencies Correction Cost (Unit):			\$0.00



ATTACHMENT 2 - MONTHLY FEE SCHEDULE
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 2: AVIATION DEPARTMENT

Item No.	Unit Description/Location	# of units	Covered Services		Preventative Maintenance Monthly Fee (Per Unit)	Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)		
2.1	Skyride D Terminal, Dolphin Parking, 2100 NW 42nd Ave, Miami, FL 33126, 12 Months (Critical) Exam Frequency Weekly, Westmont Industries Eight (8) Belt Type Moving Walks, DC#6021 SS#68743, DC#6022 SS#68744, DC#6023 SS#68745, DC#6024 SS#68746, DC#6025 SS#68474, DC#6026 SS#68748, DC#6027 SS#68749 & DC#6028 SS#68750	8	\$ 1,593.75	\$ 1,593.75	\$ 2,125.00	\$ 42,500.00
2.2	BUILDING 100 ,5600 NW 36 St. Miami, FL 33132 , 12 Months (Critical) Exam Frequency Weekly, Two (2) Hydraulic Elevators, 2 Stops, 2000lbs, DC#2653 SS#66670 & DC#6790 SS#69294	2	\$ 87.00	\$ 87.00	\$ 116.00	\$ 580.00
2.3	BUILDING 700 (CARGO BUILDING), 2461 NW 67th Ave Bldg 700, Miami, FL 33122, 12 Months (Critical) Exam Frequency Weekly, Three (3) Hydraulic Elevators, 3 Stops, 3500lbs, 200FPM, DC#7971 SS#70384, DC#7972 SS#70386 & DC#7973 SS#70386	3	\$ 87.00	\$ 87.00	\$ 116.00	\$ 870.00
2.4	BUILDING 702 (CARGO BUILDING), 2134 NW 25th Street, Miami, FL 33182, 12 Months (Critical) Exam Frequency Weekly, Three (3) Hydraulic Elevators, 3 Stops, 3500lbs, 200FPM, DC#7968 SS#70381, DC#7969 SS#70382 & DC#7970 SS#70383	3	\$ 87.00	\$ 87.00	\$ 116.00	\$ 870.00
2.5	BUILDING 706 (CARGO BUILDING), 1821 NW 68th Ave, Miami, FL 33126, 12 Months (Critical) Exam Frequency Weekly , Four (4) Hydraulic Elevators, 3 Stops, 3500lbs, 200FPM, DC#8743 SS#71103, DC#8744 SS#71104, DC#8745 SS#71105 & DC#8746 SS#71106	4	\$ 87.00	\$ 87.00	\$ 116.00	\$ 1,160.00
2.6	BUILDING 708 (CARGO BUILDING), 1650 NW 66th Ave Ste 206 Bldg 708, Miami, FL 33126, 12 Months (Critical) Exam Frequency Weekly, Four (4) Hydraulic Elevators, 3 Stops, 3500lbs, 200FPM, DC#8757 SS#71117, DC#8758 SS#71118, DC#8759 SS#71119 & DC#8760 SS#71120	4	\$ 87.00	\$ 87.00	\$ 116.00	\$ 1,160.00
2.7	BUILDING 716A (CARGO BUILDING) ,1650 NW 66th Ave Ste 206 Bldg 708, Miami, FL 33126, 12 Months (Critical) Exam Frequency Weekly, One (1) Hydraulic Elevator, 3 Stops, 3500lbs, 200FPM, DC#8762 SS#71122	1	\$ 87.00	\$ 87.00	\$ 116.00	\$ 290.00
2.8	CONCOURSE H, GATE H-12, CONCOURSE H, GATE H-12, 2100 NW 42nd Ave, Miami, FL 33126, 12 Months (Critical) Exam Frequency Weekly, One (1) Hydraulic Elevator, 2 Stops, 4000lbs, 125FPM, DC#7727 SS#70160	1	\$ 87.00	\$ 87.00	\$ 116.00	\$ 290.00
2.9	1775 NW 70 AVE, Allstate Hydraulic Elevator, 2 Stops, 2000 pounds, 100FPM, DC#1959, SS#66012	1	\$ 87.00	\$ 87.00	\$ 116.00	\$ 290.00
Total Number of Elevators/Escalators:		27	Total Group 2:			\$ 48,010.00

Rates for Additional Services		
Elevator Mechanic's Helper		Hourly Rate
a) During Regular Working Hours		\$ 167.83
b) During other than regular working hours, Saturdays, and Sundays.		\$ 233.54
c) During Holidays		\$ 299.20
Elevator Mechanic		Hourly Rate
d) During Regular Working Hours		\$ 239.69
e) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
f) During Holidays		\$ 369.13
Elevator Foreman/Adjuster		Hourly Rate
g) During Regular Working Hours		\$ 239.69
h) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
i) During Holidays		\$ 396.13
Material Rates for Additional Services		% Mark-Up (Not to Exceed 20%)
a) Mark-Up Percentage		20%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.



**ATTACHMENT 2 - MONTHLY FEE SCHEDULE
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT**

GROUP 4: INTERNAL SERVICES DEPARTMENT

Item No.	Unit Description/Location	# of units	Covered Services			Preventative Maintenance Monthly Fee (Per Unit)	Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)			
4.1	HICKMAN GARAGE,270 NW 2nd Avenue, Miami, FL 33128, 12 Months (Critical) Exam Frequency Bi-Weekly, Two (2) Geared Traction Elevators,7 Stops, 2500lbs, 200FPM,DC#9266 SS#71618 & DC#9267 SS#71619	2	\$ 153.00	\$ 153.00	\$	204.00	\$ 1,020.00
4.2	HICKMAN BUILDING, 275 NW 2nd Avenue, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly, One (1) Hydraulic Elevator, 5 Stops, 3000lbs, 125FPM, DC#10490 SS#74397	1	\$ 66.60	\$ 66.60	\$	88.80	\$ 222.00
4.3	HICKMAN BUILDING, 275 NW 2nd Avenue, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly, Two (2) Glass Back Hydraulic Elevators, 5 Stops, 3000lbs, 125FPM, DC#10491 SS#74398 & DC#10492 SS#74399	2	\$ 66.60	\$ 66.60	\$	88.80	\$ 444.00
4.4	CORAL GABLES COURTS,3100 Ponce de Leon Boulevard, Coral Gables, FL 33134, 12 Months (Critical) Exam Frequency Weekly, One (1) Hydraulic Elevator,2 Stops, 2500lbs, 125FPM, DC#8030 SS#70416	1	\$ 66.60	\$ 66.60	\$	88.80	\$ 222.00
4.5	DADE COUNTY COURTHOUSE,73 West Flagler Drive, Miami, FL 33130, 12 Months (Critical) Exam Frequency Weekly, One (1) Dumbwaiter, 3 Stops, 500lbs, 50FPM, DC#1380 SS#65454	1	\$ 30.00	\$ 30.00	\$	40.00	\$ 100.00
4.6	DADE COUNTY COURTHOUSE,73 West Flagler Drive, Miami, FL 33130, 12 Months (Critical) Exam Frequency Weekly, One (1) Dumbwaiter, 2 Stops, 25lbs, 50FPM, DC#1789 SS#65849	1	\$ 30.00	\$ 30.00	\$	40.00	\$ 100.00
4.7	DADE COUNTY COURTHOUSE,73 West Flagler Drive, Miami, FL 33130, 12 Months (Critical) Exam Frequency Weekly, One (1) Wheelchair Lift,3 Stops, 1050lbs, 10FPM, DC#14287 SS#78147	1	\$ 30.00	\$ 30.00	\$	40.00	\$ 100.00
4.8	NORTH DADE JUSTICE CENTER,15555 N. Biscayne Boulevard, North Miami Beach, FL 33160, 12 Months (Critical) Exam Frequency Weekly, Three (3) Hydraulic Elevators, 2 Stops, 2000lbs, 125FPM, DC#6873 SS#69369, DC#6874 SS#69370 & DC#6875 SS# 69371	3	\$ 66.60	\$ 66.60	\$	88.80	\$ 666.00
4.9	NORTH DADE JUSTICE CENTER,15555 N. Biscayne Boulevard, North Miami Beach, FL 33160, 12 Months (Critical)Exam Frequency Weekly, One (1) Escalator,7000lbs, 90FPM, DC#6876 SS#69372	1	\$ 267.00	\$ 267.00	\$	356.00	\$ 890.00
4.10	ISD Fleet Management Division Shop #3, 8801 NW 58th Street, Doral, FL 33178, 12 Months (Critical) Exam Frequency Weekly, One (1) Dumbwaiter, 2 Stops, 300lbs, 50FPM, DC#7023 SS#69518	1	\$ 30.00	\$ 30.00	\$	40.00	\$ 100.00
4.11	EMERGENCY OPERATIONS CENTER (DPCC / ANNEX),5600 SW 87th Avenue, 12 Months (Critical) Exam Frequency Weekly, One (1) Wheelchair Lift, 2 Stops, DC#2433 SS#66462	1	\$ 30.00	\$ 30.00	\$	40.00	\$ 100.00
4.12	JOSEPH CALEB CENTER,5420 N.W. 22nd Avenue, Miami, FL 33142, 12 Months (Critical) Exam Frequency Weekly, Two (2) Geared Traction Elevators, 7 Stops, 2500lbs, 350FPM, DC#1997 SS#66049 & DC#1998 SS#66050	2	\$ 153.00	\$ 153.00	\$	204.00	\$ 1,020.00
4.13	OVERTOWN VILLAGE NORTH,701 NW 1st Court, Miami, FL 33136, 12 Months (Critical) Exam Frequency Weekly, Five (5) Geared Traction Elevators,17 Stops, 3500lbs, 500FPM,DC#11059 SS#75067, DC#11060 SS#75068, DC#11063 SS#75071 & #11064 SS#75072	5	\$ 153.00	\$ 153.00	\$	204.00	\$ 2,550.00
4.14	OVERTOWN VILLAGE NORTH,701 NW 1st Court, Miami, FL 33136, 12 Months (Critical) Exam Frequency Weekly, One (1) Geared Traction Elevator, 17 Stops/17F 1R, 3500lbs, 500FPM, DC#11061 SS#75069	1	\$ 153.00	\$ 153.00	\$	204.00	\$ 510.00
4.15	OVERTOWN VILLAGE NORTH, 701 NW 1st Court, Miami, FL 33136, 12 Months (Critical) Exam Frequency Weekly, Two (2) Geared Traction Elevators,9 Stops, 2500lbs, 350FPM, DC#11304 SS#75176 & DC#11305 SS#75177	2	\$ 153.00	\$ 153.00	\$	204.00	\$ 1,020.00

4.16	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly, Six (6) Geared Traction Elevators, 13 Stops, 4000lbs, 700FPM, DC#13062 SS#76888, DC#13063 SS#76889, DC#13064 SS#76890, DC#13065 SS#76891, DC#13066 SS#76892 & DC#13067 SS#76893	6	\$	153.00	\$	153.00	\$	204.00	\$	3,060.00
4.17	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly, Four (4) Geared Traction Elevators 14 Stops, 3500lbs, 700FPM, DC#13068 SS#76894, DC#13069 SS#76895, DC#13070 SS#76896 & DC#13071 SS#76897	4	\$	153.00	\$	153.00	\$	204.00	\$	2,040.00
4.18	CHILDREN'S COURTHOUSE, 155 NW 3rd St, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly, One (1) Geared Traction Elevator,15 Stops, 6000lbs, 350FPM, DC#13072 SS#76898	1	\$	153.00	\$	153.00	\$	204.00	\$	510.00
4.19	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly , Two (2) Geared Traction Elevators,6 Stops, 4500lb, 350FPM,DC#13073 SS#76899 & DC#13074 SS#76900	2	\$	153.00	\$	153.00	\$	204.00	\$	1,020.00
4.20	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128,Item 12 Months (Critical) Exam Frequency Weekly , One (1)Hydraulic Elevator,2 Stops, 3500lbs, 200FPM,DC#13075 SS#76901	1	\$	66.60	\$	66.60	\$	88.80	\$	222.00
4.21	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128,-12 Months (Critical) Exam Frequency Weekly , Four (4) Escalators, DC#13076 SS#76902, DC#13077 SS#76903, DC#13078 SS#76904 & DC#13079 SS76905	4	\$	267.00	\$	267.00	\$	356.00	\$	3,560.00
4.22	CHILDREN'S COURTHOUSE,155 NW 3rd St, Miami, FL 33128, 12 Months (Critical) Exam Frequency Weekly ,One (1) Dumbwaiter,2 Stops, 500lbs, 40FPM, DC#13139 SS#77019	1	\$	30.00	\$	30.00	\$	40.00	\$	100.00
	Total Number of Elevators/Escalators:	44	Total Group 4: \$ 19,576.00							

Rates for Additional Services		
Elevator Mechanic's Helper		Hourly Rate
a) During Regular Working Hours		\$ 167.83
b) During other than regular working hours, Saturdays, and Sundays.		\$ 233.54
c) During Holidays		\$ 299.20
Elevator Mechanic		Hourly Rate
d) During Regular Working Hours		\$ 239.69
e) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
f) During Holidays		\$ 369.13
Elevator Foreman/Adjustor		Hourly Rate
g) During Regular Working Hours		\$ 239.69
h) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
i) During Holidays		\$ 396.13
Material Rates for Additional Services		% Mark-Up (Not to Exceed 20%)
a) Mark-Up Percentage		20%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.



ATTACHMENT 2 - MONTHLY FEE SCHEDULE
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 5: POLICE DEPARTMENT, WATER AND SEWER DEPARTMENT, LIBRARY SYSTEM, CORRECTIONS AND REHABILITATION, PARKS RECREATION
RECREATION AND OPEN SPACES, COMMUNITY ACTION AND HUMAN SERVICES, AND CULTURAL AFFAIRS

Item No.	Unit Description/Location	# of units	Covered Services			Preventative Maintenance Monthly Fee (Per Unit)	Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)			
5.1	NORTHWEST DISTRICT POLICE STATION, 5975 Miami Lakes Drive, Miami Lakes, FL 33014, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2100lbs, 100FPM, DC#5562 #68383	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.2	SOUTHWEST REGIONAL POLICE STATION (KENDALL), 7707 SW 117 AVE, Miami, FL 33183, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 3 Stops, 1500lbs, 100FPM, DC#2000 SS#66052	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.3	ALEXANDER ORR WATER TREATMENT PLANT, 6800 SW 87th Avenue, Miami, FL 33173, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 3 Stops, 2500lbs, 100FPM, DC#8621 SS#70982	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.4	ALEXANDER ORR WATER TREATMENT PLANT, 6800 SW 87th Avenue, Miami, FL 33173, 12 Months (Critical) Exam Frequency Monthly, One (1) Dumbwaiter, 3 Stops/2F 1R, 500lbs, 50FPM, DC#1270 SS#65354	1	\$ 24.00	\$ 24.00		\$ 32.00	\$ 80.00
5.5	SOUTH DISTRICT (BLACK POINT) WASTE WATER TREATMENT PLANT, 8950 SW 232 Street, Cutler Bay, FL 33190, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2000lbs, 185/150FPM, DC#9272 SS#71624	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.6	SOUTH DISTRICT (BLACK POINT) WASTE WATER TREATMENT PLANT, 8950 SW 232 Street, Cutler Bay, FL 33190, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2100lbs, 100FPM, DC#5511 SS#68342	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.7	JOHN E. PRESTON WATER TREATMENT, 1100 W 2nd Avenue, Hialeah, FL 33010, 12 Months (Critical) Exam Frequency Monthly, One (1) Geared Traction Elevator, 4 Stops/4F 1R, 4000lbs, 75FPM, DC#4175 SS#67731	1	\$ 135.00	\$ 135.00		\$ 180.00	\$ 450.00
5.8	JOHN E. PRESTON WATER TREATMENT, 1100 W 2nd Avenue, Hialeah, FL 33010, 12 Months (Critical) Exam Frequency Monthly, (1) Dumbwaiter, 3 Stops/3F 1R, 500lbs, 50FPM, DC#4176 SS#67732	1	\$ 24.00	\$ 24.00		\$ 32.00	\$ 80.00
5.9	LE JEUNE BUILDING (MAIN OFFICE), 3575 Le Jeune Road, Miami, FL 33133, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 3 Stops, 3500lbs, 125FPM, DC#0508, SS#64657	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.10	CENTRAL DISTRICT WASTEWATER TREATMENT PLANT VIRGINIA KEY, 3989 Rickenbacker Causeway, Key Biscayne, FL 33149, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 3500lbs, 100FPM, DC#5984 SS#68708	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.11	SOUTH DADE REGIONAL LIBRARY, 10750 SW 211th Street, Cutler Bay, FL 33189, 12 Months (Critical) Exam Frequency Monthly, Two (2) Hydraulic Elevators, 2 Stops, 3000lbs, 100FPM, DC#1583 SS#65650 & DC#1584 SS#65651	2	\$ 63.00	\$ 63.00		\$ 84.00	\$ 420.00
5.12	CORAL GABLES LIBRARY, 3443 Segovia Street, Coral Gables, FL 33134, 12 Months (Critical) Exam Frequency Monthly, One (1) Dumbwaiter, 2 Stops, 300lbs, 10FPM, DC#1122 SS#65227	1	\$ 24.00	\$ 24.00		\$ 32.00	\$ 80.00
5.13	WEST DADE REGIONAL LIBRARY, 9445 SW 24th Street, Miami, FL 33165, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2500lbs, 125FPM, DC#2259 SS#66297	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.14	WEST DADE REGIONAL LIBRARY, 9445 SW 24th Street, Miami, FL 33165, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 3500lbs, 125FPM, DC#2260 SS#66298	1	\$ 63.00	\$ 63.00		\$ 84.00	\$ 210.00
5.15	WEST KENDALL REGIONAL LIBRARY, 10201 Hammocks Boulevard, Miami, FL 33196, 12 Months (Critical) Exam Frequency Monthly, Two (2) Hydraulic Elevators, 2 Stops, 3000lbs, DC#7482 SS#69928 & DC#7483 SS#69929	2	\$ 63.00	\$ 63.00		\$ 84.00	\$ 420.00

5.16	MIAMI-DADE COUNTY JAIL, 1321 NW 13th Street, Miami, FL 33125, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 3000lbs, 125FFPM, DC#0154 SS#64338	1	\$	63.00	\$	63.00	\$	84.00	\$	210.00
5.17	A.D. BARNES AQUATIC CENTER, 3701 SW 72nd Avenue, Miami, FL 33155, 12 Months (Critical) Exam Frequency Monthly, One (1) Wheelchair Lift, 2 Stops, 750lbs, 10FFPM, DC#12087 SS#75395	1	\$	24.00	\$	24.00	\$	32.00	\$	80.00
5.18	CRANDON PARK MARINA, 4000 Crandon Boulevard, Key Biscayne, FL 33149, 12 Months (Critical) Exam Frequency Monthly, One (1) LULA, 2 Stops, 1400lbs, 125FFPM, DC#12558 SS#76418	1	\$	24.00	\$	24.00	\$	32.00	\$	80.00
5.19	DADE COUNTY AUDITORIUM, 2901 West Flagler Street, Miami, FL 33135, Item 8.1-12 Months (Critical) Exam Frequency Monthly, One (1) Globe Hoist Company Stage Lift, 2 Stops, 55000lbs, 10FFPM, DC#8136	1	\$	24.00	\$	24.00	\$	32.00	\$	80.00
5.20	NORTH DADE VICTIM CENTER, 7831 NE Miami Court, Miami, FL 33138, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 3 stops/3F 2R, 2500lbs, 150FFPM, DC#6695 SS#69208	1	\$	63.00	\$	63.00	\$	84.00	\$	210.00
5.21	JOSEPH CALEB CENTER AUDITORIUM, 5400 NW 22nd Avenue, Miami, FL 33142, Item 8.3-12 Months (Critical) Exam Frequency Monthly, One (1) Wheelchair Lift, 2 Stops, 750lbs, 15FFPM, DC#9914, SS#72246	1	\$	24.00	\$	24.00	\$	32.00	\$	80.00
Total Number of Elevators/Escalators:		23	Total Group 5: \$ 4,160.00							

Rates for Additional Services		Hourly Rate
Elevator Mechanic's Helper		
a)	During Regular Working Hours	\$ 167.83
b)	During other than regular working hours, Saturdays, and Sundays.	\$ 233.54
c)	During Holidays	\$ 299.20
Elevator Mechanic		
d)	During Regular Working Hours	\$ 239.69
e)	During other than regular working hours, Saturdays, and Sundays.	\$ 317.92
f)	During Holidays	\$ 369.13
Elevator Foreman/Adjustor		
g)	During Regular Working Hours	\$ 239.69
h)	During other than regular working hours, Saturdays, and Sundays.	\$ 317.92
i)	During Holidays	\$ 396.13
Material Rates for Additional Services		
a)	Mark-Up Percentage	% Mark-Up (Not to Exceed 20%) 20%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.



ATTACHMENT 2 - MONTHLY FEE SCHEDULE
REQUEST FOR PROPOSAL (RFP) NO.01615 , MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 6: JACKSON HEALTH SYSTEM

Item No.	Unit Description/Location	# of units	Covered Services			Preventative Maintenance Monthly Fee (Per Unit)	Total Monthly Fees
			Covered Repairs Monthly Fee (Per Unit)	Service Calls Monthly Fee (Per Unit)			
6.1	JACKSON MEMORIAL MAIN CAMPUS: ALAMO, 1611 NW 12th Ave, Miami, FL 33136, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2000lbs, 125FPM, DC#6168 SS#68819	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
6.2	JACKSON MEMORIAL MAIN CAMPUS: AMBULATORY CARE CENTER (ACC) EAST,1611 NW 12th Ave, Miami, FL 33136, 12 Months (Critical) Exam Frequency Monthly,One (1) Glass Back Hydraulic Elevator,2 Stops, 2000lbs, 125FPM, DC#0680 SS#64821	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
6.3	JACKSON NORTH MEDICAL CENTER : 160 NW 170th Street, North Miami Beach, FL 33169, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 2500lbs, 85FPM,DC#3692 SS#67396	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
6.4	JACKSON NORTH MEDICAL CENTER : DIETARY, 160 NW 170th Street, North Miami Beach, FL 33169,12 Months (Critical) Exam Frequency Monthly, One (1) Geared Traction Elevator, 7 Stops, 2000lbs, 250FPM, DC#3693 SS#67397	1	\$ 166.80 \$	166.80 \$		\$ 222.40 \$	\$ 556.00
6.5	JACKSON NORTH MEDICAL CENTER : PAVILION,160 NW 170th Street, North Miami Beach, FL 33169, 12 Months (Critical) Exam Frequency Monthly, Two (2) Hydraulic Elevators,3 Stops, 2500lbs, 100FPM, DC#3694 SS#67398 & DC#3695 SS#67399	2	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 652.00
6.6	JACKSON NORTH MEDICAL CENTER : PAVILION,160 NW 170th Street, North Miami Beach, FL 33169, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 4000lbs, 160FPM, SS#70083	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
6.7	JACKSON NORTH MEDICAL CENTER : LOBBY-STAFF, 160 NW 170th Street, North Miami Beach, FL 33169, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 4000lbs,125FPM, DC#5522 SS#68352	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
6.8	JACKSON NORTH MEDICAL CENTER : ICU,160 NW 170th Street, North Miami Beach, FL 33169, 12 Months (Critical) Exam Frequency Monthly, One (1) Hydraulic Elevator, 2 Stops, 4000lbs, 125FPM, DC#3703 SS#67407	1	\$ 97.80 \$	97.80 \$		\$ 130.40 \$	\$ 326.00
Total Number of Elevators/Escalators:		9	Total Group 6:			\$ 3,164.00	\$ 3,164.00

Rates for Additional Services		
Elevator Mechanic's Helper		Hourly Rate
a) During Regular Working Hours		\$ 167.83
b) During other than regular working hours, Saturdays, and Sundays.		\$ 233.54
c) During Holidays		\$ 299.20
Elevator Mechanic		Hourly Rate
d) During Regular Working Hours		\$ 239.69
e) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
f) During Holidays		\$ 369.13
Elevator Foreman/Adjustor		Hourly Rate
g) During Regular Working Hours		\$ 239.69
h) During other than regular working hours, Saturdays, and Sundays.		\$ 317.92
i) During Holidays		\$ 396.13
Material Rates for Additional Services		% Mark-Up (Not to Exceed 20%)
a) Mark-Up Percentage		20%

Notes:

- 1) The Proposer(s) shall quote the Covered Services fees as defined by this solicitation, using this attachment, for each unit in the group that the Proposer(s) wish(es) to be considered for.
- 2) Covered Services shall be quoted as a fixed monthly fee per unit.
- 3) The Covered Services monthly fee shall be inclusive of all material, labor, travel expenses and equipment that is required to provide the services.
- 4) The County will pay for Covered Services via a fixed monthly fee. For clarity, the Contractor will be paid a fixed monthly fee for this service regardless of the amount of repairs, or number of service calls for that period. Covered Services shall begin upon the effective date of the contract awarded as a result of this RFP
- 5) In the event that the County requests and authorizes any of the covered services during other than normal business hours (Monday through Friday 8:00 AM – 5:00 PM); the County will compensate the contractor for the difference between the hourly rate during overtime and the regular hourly rate for the applicable staff.



Memorandum



To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: December 22, 2022

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE AWARD OF CONTRACT NO. RFP-01615 GROUPS 1 AND 7 TO EVOLUTION ELEVATOR & ESCALATOR CORP., CONTRACT NO. RFP-01615 GROUP 3 TO SW ELEVATORS, LLC, AND CONTRACT NO. RFP-01615 GROUPS 2, 4, 5 AND 6 TO TK ELEVATOR CORPORATION FOR THE PURCHASE OF MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS IN A TOTAL AMOUNT NOT TO EXCEED **\$2,039,286.00** FOR THE INITIAL FIVE-YEAR TERM, AND ONE, FIVE-YEAR OPTION TO RENEW TERM; AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, CANCELLATION AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38 **(DTPW/ISD – BCC LEGISLATIVE FILE NO. 222547) NO SURTAX FUNDS REQUESTED**

On December 21, 2022, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 22-042. The vote was as follows:

Oscar J. Braynon, Chairperson – Aye
Alfred J. Holzman, 1st Vice-Chairperson – Aye
Robert Wolfarth, 2nd Vice-Chairperson – Aye

Hon. Peggy Bell – Aye
Joseph Curbelo – Absent
Qjuezari Harvey – Aye
L. Elijah Stiers, Esq. – Absent
Ernest Thomas – Aye

Omar K. Bradford, Esq. – Aye
Meg Daly – Absent
Paul J. Schwiep, Esq. – Aye
Mary Street, Esq. – Absent

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney

MDC344