

Date: July 2, 2024

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(P)(4)

Resolution No. R-598-24

Subject: Recommendation to Award a Contract for Maintenance and Repair Services for Conveyance Equipment

Summary

This item is for the award of a competitively solicited contract to Evolution Elevator & Escalator Corp. and OTIS Elevator Company (OTIS). Miami-Dade County continues to make necessary investments across departments to update our aging infrastructure, including ensuring the ongoing maintenance of our conveyances and timely repair of equipment when needed – critical to ensuring that all County facilities remain accessible to our residents, staff, and visitors. This contract will provide for maintenance, modernization, and repair of conveyance equipment located across County buildings, including at Miami International Airport (MIA), transit facilities, and others. Approval of this item will allow County departments to access services necessary to ensure that conveyance equipment are compliant with the Florida Elevator Safety Code (Code) requirements and remains in good operational condition for daily usage by residents, employees, and visitors. Maintenance, modernization, and repair services are critically important to ensure that conveyance equipment is operating in a safe manner and in compliance with the Code and the Americans with Disabilities Act (ADA).

This replacement award will provide for necessary maintenance and repair services for 152 units located across various County departments as outlined below, not inclusive of Jackson Health System units. The award for Group 5 for Jackson Health System will be managed by their Procurement Management Department.

Miami-Dade Aviation Department's (MDAD's) allocation is essential to ensure the uninterrupted provision of crucial repair, maintenance, and modernization services vital for safe and reliable airport operations, as outlined in the Modernization in Action plan now underway at MIA. This plan represents a significant commitment to addressing both capital infrastructure and maintenance requirements across the airport, including conveyance systems. The effective operation and maintenance of these conveyance units at MIA are indispensable for facilitating passenger movement within its facilities and facilitating subsequent flight operations for MDAD's partners. Specifically, this contract will encompass the maintenance of conveyance equipment situated at Terminal E Skyride, cargo buildings, Building #100, Police Station, and Concourses E, G, and H. Furthermore, the allocated funds will be directed towards essential modernization initiatives, including upgrades to 10 elevators located at the aforementioned sites within MIA.

Similarly, the allocation for the Department of Transportation of Public Works (DTPW) is critical to ensuring the accessibility and convenience of our public transit system to residents and visitors. Given that DTPW facilities are exposed to harsh environmental conditions which contributes to an accelerated deterioration, the department has contemplated multiple repairs and future modernization projects as part of this long-term contract. In addition, this allocation is necessary to address any unforeseen and unanticipated repairs required to make sure our conveyances and transit stations remain accessible for DTPW patrons.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. EVN0003576, Maintenance and Repair Services for Conveyance Equipment*, to Evolution Elevator & Escalator Corp. for multiple County departments (Groups 1, 2, 3, 5, and 6) in the amount of \$33,046,087 and to OTIS Elevator Company for Public Housing and Community Development

MDC001

(Group 4) in the amount of \$2,010,000 for a 10-year term. These contracts will replace *Contract No. SS1243-3/24, Elevator and Escalator Maintenance Services*, approved by the Board via Resolution No. R-240-04.

Background

A Request for Proposals (RFP) was issued under full and open competition on October 27, 2023 and included six groups: Group 1: MDAD; Group 2: Internal Services Department (ISD); Group 3: PortMiami; Group 4: Public Housing and Community Development (PHCD); Group 5: Jackson Health System; Group 6: Miami-Dade Corrections and Rehabilitation (MDCR), Miami-Dade Police Department (MDPD), Water and Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS), Department of Solid Waste Management (DSWM), Miami-Dade Fire Rescue (MDFR), and DTPW. On the closing date of November 28, 2023, the County received three proposals, including one from a local firm. Upon initial review of proposals, staff identified responsiveness issues in two of the proposals: TK Elevator Corporation (TK) and OTIS. On November 28, 2023, the two proposals were forwarded to the County Attorney's Office (CAO) for responsiveness determinations. On December 18, 2023, the CAO opined that TK's proposal for Group 5 was non-responsive for failure to submit price proposals for all items in that group. The evaluation meeting was conducted on January 8, 2024. In accordance with Implementing Order No. 3-34, the scores were analyzed for any variation in excess of 33% of the average score by all Selection Committee members. All identified variations were discussed during the evaluation process, and no scores were changed. Negotiations commenced on February 6, 2024, and concluded on February 8, 2024.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$17,528,044. Should the County choose to exercise, at its sole discretion, the five-year option to renew, the estimated cumulative value will be \$35,056,087. The current contract is valued at \$29,710,730 for a 20-year and four-month term and expires on August 31, 2024. The annualized allocation under the proposed contract is \$2,044,425 higher than the current contract due to planned modernizations, upgrades needed due to code changes, and changing market conditions.

Department	Allocation	Funding Source	Contract Manager
MDAD	\$10,385,000	Proprietary Funds	Sylvia Novela
MDCR	\$1,140,000	General Fund	Alessandra Linares
MDFR	\$198,000	Fire District	Marianela Betancourt
PHCD	\$2,010,000	Federal Funds	Indira Rajkumar-Futch
ISD	\$8,420,000	Internal Service Funds / General Fund	Lashonne Williams-Canty
MDPD*	\$895,000	General Fund	Nicholas Santos
PROS	\$500,000	General Fund	Fernando L. Robreño
PortMiami	\$4,125,000	Proprietary Funds	Frank Ramirez
DSWM	\$52,000	Proprietary Funds	Karina Careaga
DTPW	\$5,096,537	DTPW Operating	Alonzo Joseph
WASD	\$2,234,550	Proprietary Funds	Susan Pascual
Total	\$35,056,087		

*This contract contains termination for convenience provisions and assignment clauses, which can be exercised if the commodities and/or services in this item are affected by the establishment of the constitutional offices.

Track Record/Monitor

Vanessa Stroman of the Strategic Procurement Department (SPD) 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 execute the agreements and exercise all provisions of the contracts, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendors Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer for Groups 1, 2, 3, 5 and 6 is recommended in accordance with the method of award per the solicitation and is non-local.

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	9	Carla James	Groups 1, 2, 3, 5, & 6
			25%		
OTIS Elevator Company	One Carrier Place Farmington, CT	16200 NW 59 Avenue Miami Lakes, FL	150	Anurag Maheshwari	Group 4
			0.2%		

*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

Vendor	Local Address	Groups(s) Not Recommended	Reason for Not Recommending
Evolution Elevator & Escalator Corp.	No	Group 4	Evaluation Scores/Ranking
OTIS Elevator Company	Yes	Groups 1, 2, 3, 5, & 6	
TK Elevator Corporation	Yes	Groups 1, 2, 3, 4, & 6	
TK Elevator Corporation	Yes	Group 5	Deemed non-responsive by the CAO for failure to submit price proposals for all items in Group 5 (see opinion attached)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD'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.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies where permitted by funding source.
- The Small Business Enterprise Selection Factor and Local Preference applied, except for Group 4.
- The Living Wage Ordinance does not apply.
- The Responsible Wages and Benefits Ordinance applies.

Attachment



Jimmy Morales
Chief Operations Officer

Memorandum



Date: December 18, 2023

To: Saba Musleh
Negotiator
Strategic Procurement Department

From: Miguel A. Gonzalez
Assistant County Attorney 

Subject: RFP No. EVN0003576 – Maintenance and Repair Services for Conveyance Equipment (the “Solicitation”)

I am in receipt of your memorandum dated November 28, 2023, which requests a responsiveness determination in connection with the Solicitation as to proposals received from Otis Elevator (“Otis”) and TK Elevator Corporation (“TKE”).

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 Solicitation at § 1.1. The Solicitation encompasses, in pertinent part, Conveyance Equipment at facilities owned by the Public Housing & Community Development Department (“PHCD”). The Solicitation is divided into multiple subgroups, and the Solicitation provides that “[i]n order to be considered for award of any group(s), Proposers shall submit price proposals for ALL items that fall in that specific group(s) that Proposer(s) is proposing on.” *Id.* at § 3.1 (emphasis supplied).

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

In the memorandum, you note that TKE “failed to submit a price proposal for item no. 30, under Group 5: Jackson Health System, for Attachment 1, Monthly Fee Schedule.” This renders TKE’s proposal non-responsive as to Group 5.

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)).

Accordingly, TKE is not eligible for award of a contract as to Group 5.

B. PHCD Form

In the memorandum, you also note that both TKE and Otis “failed to submit Document 00400 – Section 3 Economic Opportunity and Affirmative Marketing Plan,” which was applicable to Group 4 only. The proposers were instructed to “execute and submit” these documents “[a]t the time of proposal submittal.” *See* Solicitation at Attachment 3. Elsewhere, however, the Solicitation provides that Proposers “should complete and submit the applicable documents listed below [(including Document 00400)] with the bid package *or upon request from the County.*” *Id.*

In accordance with the terms of the Solicitation, SPD should request that TKE and Otis submit the missing document. Accordingly, TKE’s and Otis’ proposals are not non-responsive for failure to submit Document 00400.



MEMORANDUM

(Revised)

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

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

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)(4)
7-2-24

RESOLUTION NO. R-598-24

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0003576 GROUPS 1, 2, 3, 5 AND 6 TO EVOLUTION ELEVATOR & ESCALATOR CORP. IN THE AMOUNT OF \$33,046,087.00 AND AWARD OF CONTRACT NO. EVN0003576 GROUP 4 TO OTIS ELEVATOR COMPANY IN THE AMOUNT OF \$2,010,000.00, FOR THE PURCHASE OF MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT FOR MULTIPLE COUNTY DEPARTMENTS IN A TOTAL AMOUNT NOT TO EXCEED \$35,056,087.00 FOR AN INITIAL FIVE-YEAR TERM AND ONE FIVE-YEAR OPTION TO RENEW; 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 CONTRACTS, INCLUDING ANY RENEWAL, CANCELLATION, OR EXTENSIONS, 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. EVN0003576 Groups 1, 2, 3, 5, and 6 to Evolution Elevator & Escalator Corp. in the amount of \$33,046,087.00 and award of Contract No. EVN0003576 Group 4 to OTIS Elevator Company in the amount of \$2,010,000.00, in substantially the form attached and made a part hereof, for the purchase of maintenance and repair services for conveyance equipment for multiple County departments in a total amount not to exceed \$35,056,87.00 for the initial five-year term and one five-year option to renew.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to execute the agreements and exercise all provisions of the contracts, including any renewal, cancellation, or extensions, 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 **Raquel A. Regalado** 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	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel Gonzalez

MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT
EVN0003576

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. EVN0003576 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated November 27, 2023 (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 Chief Procurement Officer, Strategic Procurement 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 "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- 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 critical Conveyance Equipment parts in order to integrate new technology and/or improve performance, safety, aesthetics, or 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" or "Services" to mean the provision of maintenance and repair services for conveyance equipment in accordance with the Scope of Services.
- r) 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.
- s) 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.
- t) 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.
- u) 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 this Agreement, the order of precedence is as follows: 1) Articles 1 through 52, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0003576 and any associated addenda and attachments thereof, and 5) the Contractor'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) year 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
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@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/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. 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.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. ANNUAL PRICE ADJUSTMENT

The County may consider a price adjustment to the prices on Attachment 1, 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 the anniversary of the contract effective 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 percent (5%). For avoidance of doubt, price adjustments shall not exceed five percent (5%).

The County will use the PPI data from three (3) months prior to the contract effective date as the month for calculating material rate adjustment above, for the first adjustment, and, for each subsequent adjustment, the PPI data in effect on the anniversary of the prior adjustment. For avoidance of doubt, if the Contract becomes effective in the month of July, the County will use the PPI data for the month of April of any given year, to calculate the PPI rate adjustment mentioned above.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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 (the "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 "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or 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 (not applicable to Group 4: PHCD). All payments due from the County or 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 Trust.

In accordance with Miami-Dade County Implementing Order No. 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.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsbup@miamidade.gov; or

- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Bill to:

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 1, 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 1, 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, "Method and Times of Payment", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 1 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, or modernization, 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, defend 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 Strategic Procurement Department, 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, not to exclude Products and Completed Operations. **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.
 - a. If Excess Liability is provided it must follow the General Liability policy.
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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27) and fails to cure said Event of Default (as delineated below in Article 28), 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 26(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 Appendix B.
- 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 27. 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 42.
- 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) **Supplier/Vendor Registration**

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, 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 commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

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 35. 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 (not applicable to Group 4: PHCD). 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 36. 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 by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.(not applicable to Group 4: PHCD)
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(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 Ordinance".

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- 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) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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".

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 "j" through "o" 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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%) (not applicable to Group 4: PHCD). 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 27 of this Contract.

ARTICLE 43. 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 44. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM (NOT APPLICABLE TO GROUP 4: PHCD)

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 46. 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 47. 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 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 49. REQUIREMENTS APPLICABLE TO GROUP 1 (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 50. REQUIREMENTS APPLICABLE TO 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 51. REQUIREMENTS APPLICABLE TO GROUP 4 (PUBLIC HOUSING & COMMUNITY DEVELOPMENT) ONLY

- 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 economics 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 24 CFR 75 regulations.
- C. 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 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.

- D. 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.

ARTICLE 52. 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

By: _____
for

Name: Carla James

Name: Daniella Levine Cava

Title: President

Title: Mayor

Date: 2/29/24

Date: _____

Attest: Eric Santos
Corporate Secretary/Notary Public

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

ERIC SANTOS
Notary Public, State of New York
Reg. No. 01SA6426569
Qualified in Richmond County
Commission Expires 12-13-25

Assistant County Attorney



APPENDIX A**SCOPE OF SERVICES****2.0 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.

2.1 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.

2.2 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)

After contract award, the Contractor will prepare an existing deficiency correction report based on the survey of the Conveyance Equipment and will include details on all the necessary repairs needed to ensure that all Conveyance Equipment will be restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes within 30 calendar days of the effective date of the agreement. The County will review and finalize the survey report with the Contractor and authorize completion of agreed upon repairs along with pricing which shall be based on the hourly rates and markup that the Contractor provides on Attachment 1, Monthly Fee Schedule.

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, within six (6) months of County approval of survey report above.

Any existing deficiency not identified by the Contractor will be considered a Covered Service, as defined in Section 2.4, no additional compensation for such deficiency correction will be made. Additionally, if the Contractor fails to complete the work on any existing deficiency within six (6) months of County approval, such deficiency(s) will be considered a Covered Service, as defined in Section 2.4, and the County will not compensate the Contractor for such deficiency correction.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract.

2.3 UNFORESEEABLE SITE CONDITIONS

If the Contractor identifies unforeseeable site conditions during Work and the Contractor believes that these conditions justify an increase to the price or completion timeframe, the Contractor must immediately notify the County and detail the conditions in a written request addressed to the County project manager. The County will

review the Contractor's request and will grant the price adjustment as requested, negotiate with the Contractor, or reject the request in its best interest. If the County elects to reject the Contractor's request, the Contractor is not excused from continuing to perform Work under the Contract."

2.4 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 fixed monthly fees will become effective immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 1, 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 Attachment B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 1, 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 per week. During regular business hours, Monday through Friday 8:00 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 business hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 1, Monthly Fee Schedule, is inclusive of an unlimited number of service calls available to the County.

2.5 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 minimum requirements 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 1, Monthly Fee Schedule. Prices agreed upon on Attachment 1, 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 contract.

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 on a Unit by Unit basis. The County will only pay the Preventative Maintenance Monthly Fee portion of the Total Monthly Fee when equipment is placed into dormant service.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services or any other Covered Service 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.

2.6 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, fire service testing, and generator testing. Contractors are to bill the County in accordance with the hourly rates established on Attachment 1, Monthly Fee Schedule.

2.7 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 Office of Elevator Safety shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor. Such proposal shall include at a minimum, the price proposal, timeframe, schedule, and detailed scope of work. The County reserves the right to negotiate any proposal submitted for modernization services. Failure to meet the agreed upon schedule for Modernization work may result in the County assessing liquidated damages as delineated in Article 11, Contract Enforcement, of this Agreement.

In the event that the County authorizes modernization under this contract. The following payment schedule, as backed up by the Contractor's invoice, will be as follows:

- 30% payment upon delivery of equipment to site.
- 30% payment upon 50% completion of the Work.
- 30% payment upon 100% completion of the Work.
- 10% payment of retainage after 60 days following completion of the Work.

Payment and performance bonds will be required for any modernizations authorized under this agreement and will be requested from the Contractor at the time the modernization work is identified.

2.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 2.2, "Existing Deficiency Correction", Section 2.4 "Covered Services," or Section 2.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be inclusive of all 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; 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, not 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.
- 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 1, 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 determination of entitlement for additional compensation.

The county, at its sole discretion, may authorize the performance of additional services on a lump sum basis.

2.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to award additional equipment to the Contractor based on the price quoted, to negotiate a price with the Contractor for the additional equipment, or to acquire the services through a separate Solicitation.

2.10 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.

2.11 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.

2.12 WARRANTY

All Material supplied by the Contractor in conjunction with this contract shall be new and warranted, except where recycled content is specifically requested. 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 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.

2.13 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 testing in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.18.6.1.2.2(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 elevator evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosure 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 facilitate 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).

Minimum maintenance requirements:

Hydraulic elevators: 1 hour per month
Geared traction elevators: 3 hours per month
Gearless traction elevators: 4 hours per month
Escalators and moving walkways: 4 hours per month

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator, escalator, and moving walkway 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. $MTBF = T / F$ = Actual Operating hours / 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 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 performed during 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, 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, moving walkway, 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, moving walkway, and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator, moving walkway, 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, moving walkway, 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 stored by the Contractor, the Contractor shall be responsible for securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their jobsite(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 2. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 2, 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 – MONTHLY FEE SCHEDULE
EVN0003576
MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT

GROUP 1: AVIATION DEPARTMENT								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	MIA - Skyrides Elevator, Terminal E	5855 / 68618	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
2	MIA - Skyrides Elevator, Terminal E	5854 / 68617	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
3	MIA - Skyrides Elevator, Terminal E	5851 / 68614	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
4	MIA - Skyrides Elevator, Terminal E	5850 / 68613	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
5	MIA - Cargo Clearance Center Bldg. #2122	2719 / 66736	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
6	Miami International Airport - 3931	6844 / 69345	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
7	MIA - Cargo Bldg. 701-1 MIAD	7963 / 70376	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
8	MIA - Cargo Bldg. 701-1 MIAD	7964 / 70377	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
9	MIA - Cargo Bldg. 701-1 MIAD	7965 / 70378	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
10	MIA - Cargo Bldg. 716-1	8126 / 70508	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
11	MIA - Cargo Bldg. 707	8237 / 70608	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
12	MIA - Cargo Bldg. 707	8238 / 70609	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
13	Miami International Airport - Terminal H	2007 / 66059	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
14	Miami International Airport - Terminal G	2008 / 66060	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
15	MIA - Cargo Bldg. 716-1 MIAD	2485 / 66509	Electric	1	\$192.50	\$192.50	\$325.00	\$710.00
16	MIA - Cargo Bldg. 716-6870	7594 / 70034	Electric	1	\$192.50	\$192.50	\$325.00	\$710.00
17	Miami International Airport - Central Chiller Plant East	7540 / 69984	Electric	1	\$192.50	\$192.50	\$325.00	\$710.00
18	Miami International Airport - Building # 100	5973 / 68698	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
19	Miami International Airport - Building # 100	5974 / 68699	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
20	Miami International Airport - Building # 100	5975 / 68700	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
21	Miami International Airport - Building # 100	5976 / 68701	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
22	Miami International Airport - Building # 100	5977 / 68702	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
23	Miami International Airport - Building #100	5978 / 68703	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
24	Miami International Airport - 5680 NW 36 ST, Miami	10008 / 72329	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
25	Miami International Airport - Police Station 1	9786 / 72119	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
26	Miami International Airport - Central Chiller Plant East	11398 / 73880	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
27	Concourse E - Miami International Airport - Building #754 Land Hanger	13842 / 77577	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
28	Concourse E - Miami International Airport - Building #754 Land Hanger	13840 / 77579	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
29	Concourse E - Miami International Airport - Building E Satellite	13839 / 77578	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
30	Concourse E - Miami International Airport - Building E Satellite	13841 / 77580	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
31	Concourse E - Miami International Airport	13838 / 77584	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
32	Concourse E - Miami International Airport	13835 / 77581	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
33	Concourse E - Miami International Airport	13836 / 77582	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
34	Concourse E - Miami International Airport	13837 / 77583	Hydraulic	1	\$115.00	\$115.00	\$175.00	\$405.00
Total:				34				\$16,515.00

GROUP 2: INTERNAL SERVICES DEPARTMENT								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Miami-Dade County Cultural Center-3939	5663 / 68467	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
2	Miami-Dade County Cultural Center-3939	5664 / 68468	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
3	Miami-Dade County Cultural Center-3939	5662 / 68466	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
4	Miami-Dade County Cultural Center-3939	5661 / 68465	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
5	Miami-Dade County Cultural Center-3939	5660 / 68464	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
6	Miami-Dade County Cultural Center-3940	5658 / 68462	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
7	Miami-Dade County Cultural Center-3940	5665 / 68469	Dumbwaiter	1	\$40.00	\$40.00	\$50.00	\$130.00
8	Miami-Dade County Cultural Center-3940	5659 / 68463	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
9	Central Support Facility	5944 / 68680	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
10	Central Support Facility	5945 / 68681	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
11	Central Support Facility	5946 / 68682	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
12	Central Support Facility	5947 / 68683	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
13	Central Support Facility	5948 / 68684	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
14	Central Support Facility	5949 / 68685	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
15	South Dade Justice Center - 5000	7844 / 70266	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
16	South Dade Justice Center - 5000	7845 / 70267	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
17	South Dade Justice Center - 5000	7846 / 70268	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
18	South Dade Justice Center - 5000	7847 / 70269	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
19	South Dade Government Center - 9409	0904 / 65028	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
20	South Dade Government Center - 9409	0905 / 65029	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
21	South Dade Government Center - 9409	0906 / 65030	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
22	Coordinated Victims Assistance Center-7342	12529 / 76378	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
23	Overtown Transit Village- Phase II	12352 / 76249	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
24	Overtown Transit Village- Phase II	12353 / 76250	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
25	Overtown Transit Village- Phase II	12354 / 76251	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
26	Overtown Transit Village- Phase II	12355 / 76252	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
27	Overtown Transit Village- Phase II	12356 / 76253	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
28	Overtown Transit Village- Phase II	12357 / 76254	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
29	Overtown Transit Village- Phase II	12360 / 76257	Glass Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
30	Overtown Transit Village- Phase II	12361 / 76258	Glass Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
31	GSA Trade Shops Facility- 3501 NW 46 St	12551 / 76415	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
32	ISD - West Lot Multi-Use Facility	12894 / 76674	Electric	1	\$173.50	\$173.50	\$275.00	\$622.00
33	ISD - West Lot Multi-Use Facility	12896 / 76676	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
34	ISD - West Lot Multi-Use Facility	12897 / 76677	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
35	ISD - West Lot Multi-Use Facility	12895 / 76675	Traction	1	\$173.50	\$173.50	\$275.00	\$622.00
36	Medical Examiner	6927 / 69422	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
37	Medical Examiner	6928 / 69423	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
38	Medical Examiner	6929 / 69424	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
Total:				38				\$21,398.00

GROUP 3: PORTMIAMI								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Port of Miami Port Administrations	5469 / 68304	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
2	Port of Miami Port Administrations	5470 / 68305	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
3	Port of Miami Royal Caribbean Innovation Center	14006 / 77922	Hydraulic	1	\$110.00	\$100.00	\$265.00	\$475.00
4	Cruise Terminal F Expansion	15286 / 79092	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
5	Cruise Terminal F Expansion	15287 / 79093	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
6	Cruise Terminal F Expansion	15288 / 79094	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
7	Cruise Terminal F Expansion	15289 / 79095	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
8	Cruise Terminal F Expansion	15290 / 79096	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
9	Cruise Terminal F Expansion	15291 / 79097	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
10	Cruise Terminal V	15181 / 79021	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
11	Cruise Terminal V	15182 / 79022	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
12	Cruise Terminal V	15183 / 79023	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
13	Cruise Terminal V	15184 / 79024	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
14	Cruise Terminal V	15185 / 79025	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
15	Cruise Terminal V	15186 / 79026	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
16	Cruise Terminal V	15187 / 79027	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
17	Cruise Terminal V	15173 / 79028	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
18	Cruise Terminal V	15174 / 79029	Traction	1	\$250.00	\$165.00	\$725.00	\$1,140.00
19	Cruise Terminal V	15175 / 79030	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
20	Cruise Terminal V	15176 / 79031	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
21	Cruise Terminal V	15177 / 79032	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
22	Cruise Terminal V	15178 / 79033	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
23	Cruise Terminal V	15179 / 79034	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
24	Cruise Terminal V	15180 / 79035	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
Total:				24				\$28,585.00

GROUP 5. JACKSON HEALTH SYSTEM								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Mental Health (MH-1)	9211 / 71564	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
2	Mental Health (MH-2)	9212 / 71565	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
3	Mental Health (MH-3)	9192 / 71545	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
4	Mental Health (MH-4)	9193 / 71546	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
5	Trauma Center (TC111)	7758 / 70188	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
6	Trauma Center (TC112)	7759 / 70189	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
7	Trauma Center (TC113)	7760 / 70190	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
8	Trauma Center (TC114)	7761 / 70191	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
9	Trauma Center (TC115)	7762 / 70192	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
10	Trauma Center (TC116)	7919 / 70334	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
11	North Parking Garage (NPG401)	10021 / 72342	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
12	North Parking Garage (NPG402)	10022 / 72343	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
13	North Parking Garage (NPG403)	10126 / 72445	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
14	East Tower (ET103)	13401 / 77292	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
15	East Tower (ET104)	13402 / 77293	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
16	East Tower (ET105)	5365 / 68209	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
17	East Tower (ET106)	5366 / 68210	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
18	East Tower (ET108)	5368 / 68212	Hydraulic	1	\$105.00	\$105.00	\$180.00	\$390.00
19	East Tower (ET110)	11421 / 75068	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
20	Christine Lynn Rehab Center (S1)	14669 / 78528	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
21	Christine Lynn Rehab Center (S2)	14670 / 78529	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
22	Christine Lynn Rehab Center (R1)	14671 / 78530	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
23	Christine Lynn Rehab Center (R2)	14672 / 78531	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
24	Christine Lynn Rehab Center (R3)	14673 / 78532	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
25	Christine Lynn Rehab Center (R4)	14674 / 78533	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
26	Jackson North Wing (NW241)	0686 / 64835	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
27	Jackson North Wing (NW242)	0686 / 64836	Traction	1	\$192.50	\$192.50	\$325.00	\$710.00
28	Diagnostic Treatment Center	15039 / 78878	MFL Belief	1	\$275.00	\$275.00	\$550.00	\$1,100.00
29	Diagnostic Treatment Center	15040 / 78879	MFL Belief	1	\$275.00	\$275.00	\$550.00	\$1,100.00
	Total:			29				\$17,850.00
30	MONTHLY Rate - Additional Charge - Resident Mechanic (Full Time 40 Hours Weekly)							\$21,550.00
	Grand Total:							\$39,400.00

GROUP 6: CORRECTIONS, POLICE, WATER & SEWER, PARKS, SOLID WASTE, FIRE, AND TRANSIT								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Women Detention Center 1401 NW 7 AVE	2083 / 66131	Hydraulic	1	\$115.00	\$115.00	\$225.00	\$455.00
2	Women Detention Center 1401 NW 7 AVE	2084 / 66132	Hydraulic	1	\$115.00	\$115.00	\$225.00	\$455.00
3	Police Headquarters	7333 / 69815	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
4	Police Headquarters	7334 / 69816	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
5	Police Headquarters	7335 / 69817	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
6	Police Headquarters	7336 / 69818	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
7	Police Headquarters	7337 / 69819	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
8	Doral District Station #3	7338 / 69820	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
9	Hammocks Police Station	7547 / 69990	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
10	Carol City Station	9899 / 72231	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
11	Northside Police Station	12910 / 76769	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
12	Water Distribution Center	7656 / 70089	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
13	Alexander Orr Water Treatment Plan	7805 / 70229	Traction	1	\$183.50	\$183.50	\$300.00	\$667.00
14	Douglas Road Office Complex	9882 / 72215	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
15	Douglas Road Office Complex	9883 / 72216	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
16	Douglas Road Office Complex	9884 / 72217	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
17	Douglas Road Office Complex	9885 / 72218	Traction	1	\$183.50	\$183.50	\$300.00	\$667.00
18	Douglas Road Office Complex	9886 / 72219	Traction	1	\$183.50	\$183.50	\$300.00	\$667.00
19	John E. Preston Water Treatment	12814 / 76487	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
20	Medley Yard Warehouse Building	14250 / 78065	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
21	International Tennis Center - 7300 Crandon Boulevard	7945 / 70359	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
22	International Tennis Center - 7300 Crandon Boulevard	7946 / 70360	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
23	International Tennis Center - 7300 Crandon Boulevard	7944 / 70358	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
24	Deering Estate 1601 S.W. 72nd Ave	9503 / 71854	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
25	Deering Estate 1601 S.W. 72nd Ave	9504 / 71855	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
26	Deering Estate 1601 S.W. 72nd Ave	9505 / 71856	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
27	Metro Zoo Aviary	10149 / 72468	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
28	Collections 3B - 800 SW 107 Ave	8797 / 71157	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
29	West Transfer Station - 2900 SW 72nd ave	9462 / 71813	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
30	Fire Rescue Headquarters - South Car	9553 / 71904	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
31	Fire Rescue Headquarters - North Car	9552 / 71903	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
32	Fire Rescue Headquarters - Freight	1113 / 65224	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
33	Miami-Dade County Fire Rescue Department - 9300 NW 41 ST, Doral	12561 / 76426	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
34	Miami-Dade County Fire Rescue Department - 9300 NW 41 ST, Doral	12562 / 76427	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
35	Miami-Dade County Fire Rescue Department - 9300 NW 41 ST, Doral	12563 / 76428	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
36	Sweet Water Fire Station - 351 SW 107	15038 / 79019	Wheelchair Lift	1	\$40.00	\$40.00	\$50.00	\$130.00
37	West Fire Station 64 - 15325 Nw 77 CT	13453 / 77331	Wheelchair Lift	1	\$40.00	\$40.00	\$50.00	\$130.00
38	Haulover Rescue Facility	12939 / 76763	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
39	Museum Park Metro mover Station - 1191 Biscayne Blvd	13127 / 76955	Escalator	1	\$270.00	\$162.00	\$918.00	\$1,350.00
40	Museum Park Metro mover Station - 1191 Biscayne Blvd	13128 / 76956	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
41	Pedestrian Overpass at University - 129 Mariposa CT	14179 / 77903	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
42	Pedestrian Overpass at University - 129 Mariposa CT	14180 / 77904	Hydraulic	1	\$105.00	\$105.00	\$150.00	\$360.00
43	Golden Glades Multimodal Transportation Facility	15162 / 78767	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00
44	Golden Glades Multimodal Transportation Facility	15163 / 78768	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00
45	Golden Glades Multimodal Transportation Facility	15164 / 78769	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00
46	Golden Glades Multimodal Transportation Facility	15165 / 78770	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00
47	Golden Glades Multimodal Transportation Facility	15166 / 78771	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00

48	Golden Glades Multimodal Transportation Facility		15167 / 78772	Electric	1	\$183.50	\$183.50	\$300.00	\$667.00
	Total:				48				\$20,763.00

Rates for Additional Services		Hourly Rate
Elevator Mechanic's Helper		
a)	During Regular Working Hours	\$143.93
b)	During other than regular working hours, and Saturdays.	\$244.67
c)	During Sundays and Holidays	\$272.70
Elevator Mechanic		Hourly Rate
d)	During Regular Working Hours	\$232.75
e)	During other than regular working hours, and Saturdays.	\$395.68
f)	During Sundays and Holidays	\$441.00
Elevator Foreman/Adjustor		Hourly Rate
g)	During Regular Working Hours	\$232.75
h)	During other than regular working hours, and Saturdays.	\$395.68
i)	During Sundays and Holidays	\$441.00
Material Rates for Additional Services		% Mark-Up
j)	Mark-Up Percentage	17%
Sub-Contractor Mark-Up		% Mark-Up
k)	Mark-Up Percentage	17%



Attachment 2 - Non-Proprietary Equipment Affidavit

The Conveyance Equipment proposed for the project identified below shall be Non-Proprietary. It shall comply with the following provisions and be in compliance with all known standards for universal serviceability and maintainability.

- Equipment must be generally available for purchase by any Conveyance Equipment service provider
- Spare Parts must be available to any Conveyance Equipment service provider at reasonable prices and based on a published price list.
- All equipment or tools necessary for diagnostics, maintenance, adjustment, or troubleshooting shall be available to any Conveyance Equipment service provider. Such tools shall provide access to all parameters and levels of adjustment that are necessary for the maintenance of the equipment. There shall be no expiring or degrading software that would prohibit proper maintenance.
- Factory and or on-site training for the installation, adjustment, maintenance, and troubleshooting shall be available from the manufacturer to any Conveyance Equipment service provider. Any training fees shall be reasonable and appropriate.
- Technical Support should be made available to any Conveyance Equipment service provider by the equipment manufacturer. The equipment manufacturer shall provide a toll free phone line available for technical support.
- Documentation in the form of manuals, circuitry diagrams, prints, engineering drawings, testing procedures, and parts lists shall be provided with the equipment at the time of installation. Replacement documentation shall be available to any Conveyance Equipment service provider and reasonable and normal cost.

Affirmed: Project Name _____
 Company _____
 Company Representative Name _____
 Company Representative Signature _____

MAINTENANCE AND REPAIR SERVICES FOR CONVEYANCE EQUIPMENT
EVN0003576

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 OTIS Elevator Company, a corporation organized and existing under the laws of the State of Delaware, having its principal office at One Carrier Place, Farmington, CT (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. EVN0003576 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated November 21, 2023 (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 Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean OTIS Elevator Company 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 "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- 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 critical Conveyance Equipment parts in order to integrate new technology and/or improve performance, safety, aesthetics, or 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" or "Services" to mean the provision of maintenance and repair services for conveyance equipment in accordance with the Scope of Services.
- r) 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.
- s) 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.
- t) 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.
- u) 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 this Agreement, the order of precedence is as follows: 1) Articles 1 through 52, 2) Appendix A, 3) Appendix B, and 4) Miami-Dade County's RFP No. EVN0003576 and any associated addenda and attachments thereof, and 5) the Contractor'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) year 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
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Attention: Andrew Ridley
Phone: 305-986-1303
E-mail: andrew.ridley@otis.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/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. 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.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. ANNUAL PRICE ADJUSTMENT

The County may consider a price adjustment to the prices on Attachment 1, 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 percent (5%). For avoidance of doubt, price adjustments shall not exceed five percent (5%).

The County will use the PPI data from three (3) months prior to the contract effective date as the month for calculating material rate adjustment above, for the first adjustment, and, for each subsequent adjustment, the PPI data in effect on the anniversary of the prior adjustment. For avoidance of doubt, if the Contract becomes effective in the month of July, the County will use the PPI data for the month of April of any given year, to calculate the PPI rate adjustment mentioned above.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. 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 (the "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 "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or 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 (not applicable to Group 4: PHCD). All payments due from the County or 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 Trust.

In accordance with Miami-Dade County Implementing Order No. 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.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsbup@miamidade.gov; or

- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Bill to:

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 1, 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 1, 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, "Method and Times of Payment", for any Unit(s), the County will not pay Preventative Maintenance fee on Attachment 1 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, or modernization, 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, defend 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 Strategic Procurement Department, 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, not to exclude Products and Completed Operations. **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.
 - a. If Excess Liability is provided it must follow the General Liability policy.
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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27) and fails to cure said Event of Default (as delineated below in Article 28), 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 26(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 Appendix B.
- 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 27. 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 42.
- 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 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) **Supplier/Vendor Registration**

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, 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 commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

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 35. 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 (not applicable to Group 4: PHCD). 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 36. 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 by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.(not applicable to Group 4: PHCD)
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended(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 Ordinance".

- 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) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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".

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 "j" through "o" 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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%) (not applicable to Group 4: PHCD). 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 27 of this Contract.

ARTICLE 43. 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 44. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 45. FIRST SOURCE HIRING REFERRAL PROGRAM (NOT APPLICABLE TO GROUP 4: PHCD)

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 46. 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 47. 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 48. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

MDC078

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 49. REQUIREMENTS APPLICABLE TO GROUP 1 (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.

MDC079

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 50. REQUIREMENTS APPLICABLE TO 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 51. REQUIREMENTS APPLICABLE TO GROUP 4 (PUBLIC HOUSING & COMMUNITY DEVELOPMENT) ONLY

- 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 economics 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 24 CFR 75 regulations.**
- C. 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 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.**

- D. 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.

ARTICLE 52. 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: 

By: _____
for

Name: Anthony Delgado

Name: Daniella Levine Cava

Title: Director South Florida

Title: Mayor

Date: 3/4/2024

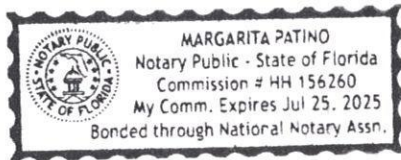
Date: _____

Attest: 
Corporate Secretary/Notary Public

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

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APPENDIX B
TECHNICAL SPECIFICATIONS

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Attachment 1 – Monthly Fee Schedule

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APPENDIX A**SCOPE OF SERVICES****2.0 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.

2.1 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.

2.2 EXISTING DEFICIENCY CORRECTION (PRE-MAINTENANCE SURVEY)

After contract award, the Contractor will prepare an existing deficiency correction report based on the survey of the Conveyance Equipment and will include details on all the necessary repairs needed to ensure that all Conveyance Equipment will be restored to a state of safe and reliable service, in accordance with industry standards and all applicable codes within 30 calendar days of the effective date of the agreement. The County will review and finalize the survey report with the Contractor and authorize completion of agreed upon repairs along with pricing which shall be based on the hourly rates and markup that the Contractor provides on Attachment 1, Monthly Fee Schedule.

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, within six (6) months of County approval of survey report above.

Any existing deficiency not identified by the Contractor will be considered a Covered Service, as defined in Section 2.4, no additional compensation for such deficiency correction will be made. Additionally, if the Contractor fails to complete the work on any existing deficiency within six (6) months of County approval, such deficiency(s) will be considered a Covered Service, as defined in Section 2.4, and the County will not compensate the Contractor for such deficiency correction.

The Existing Deficiency Correction will apply to specific one-time repairs that are needed at the beginning of the contract.

2.3 UNFORESEEABLE SITE CONDITIONS

If the Contractor identifies unforeseeable site conditions during Work and the Contractor believes that these conditions justify an increase to the price or completion timeframe, the Contractor must immediately notify the County and detail the conditions in a written request addressed to the County project manager. The County will

review the Contractor's request and will grant the price adjustment as requested, negotiate with the Contractor, or reject the request in its best interest. If the County elects to reject the Contractor's request, the Contractor is not excused from continuing to perform Work under the Contract."

2.4 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 fixed monthly fees will become effective immediately after award of the contract. Compensation for Covered Services will be made in accordance with the amounts agreed upon on Attachment 1, 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 Attachment B, Technical Specifications. The Contractor will be compensated for covered repairs based on the fixed amount agreed upon on Attachment 1, 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 per week. During regular business hours, Monday through Friday 8:00 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 business hours, the service call response time shall be within two (2) hours after notification by the County. The amount agreed upon on Attachment 1, Monthly Fee Schedule, is inclusive of an unlimited number of service calls available to the County.

2.5 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 minimum requirements 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 1, Monthly Fee Schedule. Prices agreed upon on Attachment 1, 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 contract.

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 on a Unit by Unit basis. The County will only pay the Preventative Maintenance Monthly Fee portion of the Total Monthly Fee when equipment is placed into dormant service.

In the event that the County requests and authorizes the performance of any of the preventative maintenance services or any other Covered Service 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.

2.6 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, fire service testing, and generator testing. Contractors are to bill the County in accordance with the hourly rates established on Attachment 1, Monthly Fee Schedule.

2.7 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 Office of Elevator Safety shall provide the Contractor with the modernization specifications and request a proposal for such Modernizations from the Contractor. Such proposal shall include at a minimum, the price proposal, timeframe, schedule, and detailed scope of work. The County reserves the right to negotiate any proposal submitted for modernization services. Failure to meet the agreed upon schedule for Modernization work may result in the County assessing liquidated damages as delineated in Article 11, Contract Enforcement, of this Agreement.

In the event that the County authorizes modernization under this contract. The following payment schedule, as backed up by the Contractor's invoice, will be as follows:

- 30% payment upon delivery of equipment to site.
- 30% payment upon 50% completion of the Work.
- 30% payment upon 100% completion of the Work.
- 10% payment of retainage after 60 days following completion of the Work.

Payment and performance bonds will be required for any modernizations authorized under this agreement and will be requested from the Contractor at the time the modernization work is identified.

2.8 ADDITIONAL SERVICES

The Contractor is entitled to the payment of its labor and material for all Work not associated with Section 2.2, "Existing Deficiency Correction", Section 2.4 "Covered Services," or Section 2.5 "Monthly Preventative Maintenance." All rates defined by this paragraph shall be inclusive of all 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; 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, not 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.
- 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 1, 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 determination of entitlement for additional compensation.

The county, at its sole discretion, may authorize the performance of additional services on a lump sum basis.

2.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to award additional equipment to the Contractor based on the price quoted, to negotiate a price with the Contractor for the additional equipment, or to acquire the services through a separate Solicitation.

2.10 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.

2.11 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.

2.12 WARRANTY

All Material supplied by the Contractor in conjunction with this contract shall be new and warranted, except where recycled content is specifically requested. 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 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.

2.13 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 testing in hard copy for each unit for elevator personnel. The documentation specified in ASME A17.18.6.1.2.2(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 elevator evacuation procedures shall be available on-site.
 - 2. Car and hoistway transparent enclosure 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 facilitate 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).

Minimum maintenance requirements:

Hydraulic elevators: 1 hour per month
Geared traction elevators: 3 hours per month
Gearless traction elevators: 4 hours per month
Escalators and moving walkways: 4 hours per month

IV. MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator, escalator, and moving walkway 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. $MTBF = T / F$ = Actual Operating hours / 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 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 performed during 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, 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, moving walkway, 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, moving walkway, and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator, moving walkway, 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, moving walkway, 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 stored by the Contractor, the Contractor shall be responsible for securing such items to avoid damages.
- B. Upon the issuance of a Hurricane Warning by the National Hurricane Center, the Contractor shall secure their jobsite(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 2. Additionally, prior to the commencement of Modernization Work, the Contractor shall submit Attachment 2, 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.

GROUP 4: PUBLIC HOUSING & COMMUNITY DEVELOPMENT								
Item No.	Unit Description/Location	DC / Serial #	Type	# of units	Covered Repairs Monthly Fee	Service Calls Monthly Fee	Preventative Maintenance Monthly Fee	Total Monthly Fees
1	Phyllis Whealley Elderly Housing Hud #5-91 1701 NW 2nd Court	6966 / 69461	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
2	Phyllis Whealley Elderly Housing Hud #5-91 1701 NW 2nd Court	6967 / 69462	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
3	Jose Mari Plaza HUD#5-90 154 SW 17th Ave	6998 / 69493	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
4	Jose Mari Plaza HUD#5-90 154 SW 17th Ave	6999 / 69494	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
5	Ward Towers ALF	10985 / 73978	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
6	Ward Towers ALF	10986 / 73979	Hydraulic	1	\$190.00	\$100.00	\$200.00	\$490.00
7	Ward Towers	0922 / 65046	Traction	1	\$90.00	\$200.00	\$600.00	\$890.00
8	Ward Towers	1980 / 66032	Traction	1	\$90.00	\$200.00	\$600.00	\$890.00
Total:				8				\$4,720.00

Rates for Additional Services		Hourly Rate
Elevator Mechanic's Helper		
a)	During Regular Working Hours	\$150.00
b)	During other than regular working hours, and Saturdays.	\$260.00
c)	During Sundays and Holidays	\$260.00
Elevator Mechanic		
d)	During Regular Working Hours	\$230.00
e)	During other than regular working hours, and Saturdays.	\$385.00
f)	During Sundays and Holidays	\$385.00
Elevator Foreman/Adjustor		
g)	During Regular Working Hours	\$253.00
h)	During other than regular working hours, and Saturdays.	\$420.00
i)	During Sundays and Holidays	\$420.00
Material Rates for Additional Services		
j)	Mark-Up Percentage	% Mark-Up 19%
Sub-Contractor Mark-Up		
k)	Mark-Up Percentage	% Mark-Up 20%



Attachment 2 - Non-Proprietary Equipment Affidavit

The Conveyance Equipment proposed for the project identified below shall be Non-Proprietary. It shall comply with the following provisions and be in compliance with all known standards for universal serviceability and maintainability.

- Equipment must be generally available for purchase by any Conveyance Equipment service provider
- Spare Parts must be available to any Conveyance Equipment service provider at reasonable prices and based on a published price list.
- All equipment or tools necessary for diagnostics, maintenance, adjustment, or troubleshooting shall be available to any Conveyance Equipment service provider. Such tools shall provide access to all parameters and levels of adjustment that are necessary for the maintenance of the equipment. There shall be no expiring or degrading software that would prohibit proper maintenance.
- Factory and or on-site training for the installation, adjustment, maintenance, and troubleshooting shall be available from the manufacturer to any Conveyance Equipment service provider. Any training fees shall be reasonable and appropriate.
- Technical Support should be made available to any Conveyance Equipment service provider by the equipment manufacturer. The equipment manufacturer shall provide a toll free phone line available for technical support.
- Documentation in the form of manuals, circuitry diagrams, prints, engineering drawings, testing procedures, and parts lists shall be provided with the equipment at the time of installation. Replacement documentation shall be available to any Conveyance Equipment service provider and reasonable and normal cost.

Affirmed: Project Name _____
 Company _____
 Company Representative Name _____
 Company Representative Signature _____

ATTACHMENT 3 – SECTION 3 REQUIREMENTS FOR PROCUREMENT CONTRACTS

(Applicable to Group 4 – Public Housing & Community Development (PHCD) ONLY)

Proposers are to execute and submit Attachment 3, “ Section 3 Requirements for Procurement Contracts”. At the time of the proposal submittal please submit the following:

- a) Document #00200 (Only if claiming Section 3 preference) - Section 3 Business Preference Claim Form
- b) Document #00400 - Section 3 Economic Opportunity and Affirmative Marketing Plan



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 extent 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.**

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-EVN0003576	BID/RFP Name:	
		Otis Elevator	
(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)

1. 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.
2. 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."
3. Schedule a time and place convenient for public housing and other Section 3 Residents to complete job applications and conduct job interviews, if applicable.
4. 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.
5. 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**).
6. 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.
7. 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).
8. **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.

1. 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.

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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.

Andrew Ridley		Andrew Ridley Andrew Ridley		12/21/2023	
(Print Name)		(Signature/ Date)			
Business Development Manager		305-986-1303		andrew.ridley@otis.com	
(Title)		(Phone Number)		(Email address)	
Otis Elevator		9425 Premier Parkway, Miramar FL 330125			
(Company/Business/Firm Name)		(Address)			
BID/RFP Number:	RFP-EVN0003576	BID/RFP Name:			

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



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
TRAINING AND EMPLOYMENT OUTREACH**

DOCUMENT 00403

Awardee/contractor and subcontractors are required to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects. **Please record your efforts below and submit to PHCD within 14 days of notification, when subcontracting.** Use additional pages if necessary.

Project Name: _____ **Project Number:** _____ **Date:** ____/____/____

Contractor Print Name _____ **Contractor Company Name** _____ **Email address** _____ **Phone #** _____

[illegible]

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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>

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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: _____ Project Number: _____

Contract Award Amount: \$ _____ Date: ____/____/____ Phone/Fax #: _____

From: _____
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

(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: _____ Date: ____/____/____



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: _____	Project #: _____	Contract Award Amount: \$ _____	Federal ID #: _____
Contractor Business Name: _____	Address: _____		
Name of Person Completing Form: _____	Email Address: _____	Phone #: _____	
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.

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