

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. SS1246-3/22

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: ITQ687-1
 TERM OF CONTRACT: 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Installation, Maintenance, and Modernization of Elevators

Description: Maintenance and repair services for 431 elevators and escalators, county wide for various departments (Aviation, ISD, Housing, Seaport, DTPW)

Issuing Department: DTPW
 Contact Person: Froilan Baez
 Phone: 786-469-5244

Estimate Cost: 11,298,595

Funding Source:
 GENERAL: Various
 FEDERAL: HUD
 OTHER: n/a

ANALYSIS

Commodity Codes:	29570				
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:					
Small Business Enterprise:					
Contract Value:	\$	\$	\$		
Comments:					

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Signed: Brian Webster	Date sent to SBD: 03/1/2018
	Date returned to DPM:

INVITATION TO QUOTE (ITQ) NO: ITQ687- 1

ITQ CLOSE DATE/TIME:

ITQ TITLE: Installation, Maintenance, and Modernization of Elevators

CONTACT PERSON: Brian Webster

CONTACT PHONE/ EMAIL: 305-375-2676

ISSUING DEPARTMENT: Miami-Dade County Internal Services Department
Procurement Management Services

SECTION 1 – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r16-3.pdf>

NOTICE TO ALL BIDDERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

PLEASE NOTE THE FOLLOWING: No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

It is the policy of Miami-Dade County that all elected and appointed County officials and County employees shall adhere to the Public Service Honor Code (Honor Code). The Honor Code consists of minimum standards regarding the responsibilities of all public servants in the County. Violation of any of the mandatory standards may result in enforcement action. (see Implementing Order 7-7)

GENERAL PROVISIONS

2.1. PURPOSE

The purpose of this Invitation to Quote (ITQ) is to secure sealed quotes for the goods and/or services specified herein, see Attachment A – Section 3 “Technical Specification”. The terms and conditions of Contract Number RTQ-00687 are applicable to this quotation. This ITQ is only extended to those firms that have been previously deemed pre-qualified to participate in spot market quotations.

2.2. TERM

The pre-qualification pool shall commence on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required RTQ documents. The pre-qualification pool shall expire on the last day of the last month of the five (5) year period.

2.3. CONTRACTUAL DEFINITIONS

- A. "Applicable Department" means the County department(s) using the service contract.
- B. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- C. "Contracting Officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- D. "Contract Documents" or "Contract" means collectively; the Invitation to Quote, all associated addenda, and the Bidder's bid proposal.
- E. "County" means the government of Miami-Dade County or the Public Health Trust.
- F. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- G. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
 - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
 - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- H. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

- I. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements

2.4. TECHNICAL DEFINITIONS

- A. Contract Administrator is the Elevator Contract Administrator from Internal Services Department (ISD). The Elevator Contracts Administrator is designated to coordinate and monitor efforts of the Contractor. The ISD contract administrator is responsible for managing the contract on behalf of Miami-Dade County and has full authority to enforce compliance with the terms, conditions, provisions and specifications of this contract in conjunction with the contracting officer.
- B. Elevator Contracts Administrator is the representative from the Internal Services Department, Office of Elevator Safety, 201 West Flagler Street, Miami, Florida 33130- 1510, (305) 375-1555.
- C. Elevator Contracts Supervisor is the representative from the Internal Services Department (ISD), Office of Elevator Safety, 201 west Flagler Street, Miami, Florida 33130-1510, (305) 375-3912. The Elevator Contracts Supervisor assists the Elevator Contracts Administrator in coordinating and monitoring efforts of the Contractor.
- D. The term "Elevator Equipment" or "the equipment" is a term used as a group designation of all equipment described in this specification, and refers to any and/or all of the "Equipment to be Maintained" and may include any or all of the following, but not limited to: elevators, escalators, moving walks, dumbwaiters, man lifts, conveyers, cranes, traveling sidewalks, people movers, merchandise movers, wheelchair lifts, etc.
- E. Critical Elevators are high-speed elevators, and/or serve buildings with more than three floors, and/or have a high public traffic rate, and/or serve medical facilities. Critical elevators will be identified as such on the Bid Sheet.
- F. Non-Critical Elevators: are low speed elevators serving buildings with no more than three floors, and/or which are not necessary for the regular operation of said buildings. Non-critical Elevators will be identified as such on the Bid Sheet
- G. Call-Back Service is any service call or emergency call other than regular preventive maintenance calls.
- H. Regular callback service consists of responding (within 1-hour) to requests from the County by telephone or other means during regular working hours (Monday through Friday 7:00 AM to 5:00 PM) of the elevator and/or escalator trade.
- I. Stand-by Rate is as defined by the International Union of Elevator Constructors, Local #71
- J. Overtime callback service consists of awarded vendor responding to jobsite (within 2- hours) to requests from the County by telephone to Company's answering service or call-center during other than regular working hours.
- K. Minor work shall generally be considered as that which can be performed within approximately two hours or less, or by one mechanic (i.e. call backs, replacement of key switches, relays, trouble shooting, etc.) not requiring engineering and supervision.
- L. Major work shall generally be considered as that which must be performed by a specialized mechanic or team (mechanic & helper), i.e. repair or replacement of hoist ropes, drive motors, re-wiring of entire controllers, (not component re-wire) etc.
- M. Non-Proprietary shall generally be considered during the minor or major work of equipment and shall mean that the parts or components which are specified to be non-proprietary are made readily available for sale at reasonable market prices to any person or entity out of stocks available, without any restriction. This includes the access to purchase, lease or license of service tools, diagnostic memory cards, specialized service equipment, wiring diagrams, program changes and special maintenance and adjustment manuals.
- N. Emergency is an unexpected situation or sudden occurrence involving the covered equipment of a serious nature

that demands immediate action and response by the contractor

- O. Response as in emergency response, shall generally be considered as physically arriving at the work site, ready to commence work.

2.5. PRE-BID SITE INSPECTION

Prior to the Bidder submitting its' proposal, it is advisable that the Bidder visit the site(s) of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Information regarding the time, date, and location of the site inspection is posted in BidSync. It is the County's intent to afford Bidders an opportunity to perform a limited view spot check of the overall condition of typical equipment to be maintained. The Bidder is also advised to examine carefully the attachment(s), as part of this solicitation. The Bidder shall become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

2.6. METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who bids on all items and whose bid offers the lowest price when all items. If Bidder fails to bid on all items its bid shall be declared non-responsive. **Award of this Invitation to Quote (ITQ) is contingent upon the approval of the pool contract, RTQ-00687, by the Miami-Dade County Board of County Commissioners (BCC). In no event will this ITQ be awarded or a commitment to award provided to Bidder(s) by the County, prior to BCC approval of RTQ-00687.**

The County will execute multiple awards, by group. Each group will be awarded to the bidder having submitted the lowest responsive and responsible bid for all bid items in a group. Groups are identified on the attachment titled "Bid Proposal Form". Each group awarded, 1 through 6, will include standard rates quoted under Group 7.

2.7. COMPETENCY OF BIDDER

The importance of maintaining specified elevator/escalator equipment in a safe and satisfactory operating condition demands that the Bidder, if other than the original manufacturer, be completely qualified to perform maintenance service work to equipment identified by the contract documents.

A. General Requirements (for all Groups)

Bidders shall demonstrate that they have available under their direct employment supervision the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications. Bidder shall submit with their bid following:

1. A statement that the Bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five (5) years.
2. The names of the employees in the areas responsible for this contract, their functions in the company, title and number of years of service with the bidder's firm and years of experience in the maintenance of Elevators and/or Escalators.
3. Each presently employed supervisor who will perform work under the contract shall have at the time of submission of bid a Certificate of Competency either as a Certified Elevator Technician or Certified Elevator Inspector, issued by Florida Department of Business Regulation, Division of Hotels and Restaurants, Bureau of Elevator Safety and shall renew it continuously. Each supervisor hired in the future will have such a certificate before performing work under the contract and shall renew it continuously. Prospective Bidders shall submit a copy of this Certificate to the County prior to award.
4. Identify the present address(es) of the main operating facilities of this organization.

5. List source of major replacement parts such as (but not limited to) rotating elements, worms and gears commutator bars, field coils, and armatures for drive machines. Indicate which of the above parts are available at your facilities and the approximate length of time it would take to obtain those parts.
6. If group supervisory control or solid state or microprocessor control systems are included in the equipment covered by these specifications bidder must have at least five (5) years of experience with similar Control systems and must provide with its bid a detailed written statement of such experience, including the name of company of building serviced, name of representative responsible for supervising the contract for such company or building and complete description of elevator characteristics. A letter of reference on said company or building letterhead shall be submitted with the bid. This requirement may be waived at the discretion of the County Elevator Contracts Administrator for original manufacturer(s) of said equipment.
7. A statement that the Bidder shall use only skilled, competent, trained elevator and/or escalator personnel having a minimum experience of three (3) years as an elevator and/or escalator mechanic in maintaining elevator and/or escalator systems similar to those in the specifications, Section 3 herein. (It is not necessary for all the required experience to have been acquired with the bidder's firm). The mechanic shall possess a current Certificate of Competency issued by the State of Florida, as a Certified Elevator Technician, or as a Certified Elevator Inspector as required by Florida Statute Chapter 399. Helpers and apprentice mechanics may be used solely as an assistant, and only under the direct supervision of a mechanic, as required by Florida Statute Chapter 399. (See Attachment 5).
8. Bidder's shall have access to a motor repair shop capable of rewinding field coils, brake coils and armatures for use in elevators and/or escalators similar to those included in the specification or bidder is to supply the name and address of a separate business or company, which they may subcontract with for this service. Spare parts may be supplied by a manufacturer "Parts Lending" program. See Parts Lending Program Section of Section 3.
9. Communication: Field crews must be equipped with a smart phone or other communication and hand held computing device for immediate contact and/or dispatch.

B. LOCAL FACILITIES

1. Bidder shall maintain an office within the geographic boundaries of Miami-Dade or Broward Counties, Florida and shall identify the planned location and address of the office that will serve this contract. Bidders not located in the state of Florida at the time bids become due, shall: 1) present proof of having acquired a business license in the state of Florida within thirty days following notification of being the apparent low bidder for a group; 2) shall identify the location of its office within sixty (60) days following receipt of its business license (supported by a lease or proof of purchase of a facility); and 3) establish an office as required with ninety (90) days following contract award.
2. Bidder shall identify the planned location and address of the warehouse or other similar facility that will serve this contract. This facility shall be conveniently located for proper response time to equipment being served. If the Awarded Bidder does not have a warehouse or similar facility established, as herein defined, at the time bids are due, the Awarded Bidder shall verify the location of this facility within sixty (60) days following receipt of its business license (supported by a lease or proof of purchase of a facility). The local facility, which must be conveniently located for response times for the equipment being served, has or is equipped with spare parts as herein after specified in Section 3 "Parts".

Bidder shall provide a statement that its facilities are equipped with:

- i. Machine shop facilities containing a minimum of two lathes, drill press, power hacksaw, milling machine and a ten-ton hydraulic press. One of the lathes shall be capable of handling stock 18" X 60".
- ii. Turning tools capable of turning any hoisting machine and motor generator commutator.
- iii. Machine tools capable of turning main motor drive sheaves grooves on the machine.

- iv. Testing facilities with reversing ammeters, reversing voltmeters, and power sources capable of supplying voltages from 0 to 600 volts AC or D.C. List any other testing equipment on hand for adequate testing and analysis in case of problems and for preventive maintenance. In lieu of the requirements of this paragraph above, the Bidder may have replacement parts, which would make these machines and tools unnecessary. The listing of the sources for parts is required. A "Parts Lending" program with manufacturer(s) of Original Equipment will be satisfactory.

C. For Critical & Non-Critical Equipment

1. In addition to the other requirements specified above, and in order to qualify, the Bidder shall prove prior to the submission of its bid and to the satisfaction of the County, that the firm has actively and normally been engaged in the maintenance, service, repair and replacement of materials and equipment in elevators and/or escalators similar in function, capacity, and control systems as those covered by this contract, for at least the past ten (10) years. Such Firms shall provide proof that shows that work was performed in buildings with elevators doing continuous duty a minimum of ten hours a day and having four or more landings.
2. In lieu of the ten years of industry experience and minimum five years in business, the principals of the Bidder must submit evidence, acceptable to the County, of formerly having been key management personnel or principal of another firm, with ten (10) years of experience in the industry.
3. A minimum of one (1) electrical engineer and/or one (1) mechanical engineer, each with at least three (3) years elevator experience, must be available to the Awarded Bidder to assist in the solution of electrical and/or mechanical problems and to advise on matters pertaining to safety. List the name and contact information for individual(s).

D. For Non-Critical Equipment

In addition to the other requirements herein provided, and in order to qualify, the Bidder shall prove prior to bid and to the satisfaction of the County, that the firm has actively and normally been engaged in the maintenance, service, repair and replacement of materials and equipment in elevators and/or escalators of the same manufacture, capacity and control systems as those covered by this contract, for at least the past five (5) years.

E. Modernization Experience

This work includes the modernization of equipment which was originally installed by various manufacturers at different sites. The operational significance of this equipment is such that the bidder shall demonstrate to the satisfaction of the County, that the bidder has sufficient engineering and technical experience with the modernization of this vintage and type of equipment.

1. List five (5) projects of a similar nature performed within the last ten (10) years.
2. List the names, addresses and phone numbers of the principals/owners of the above.
3. List the scope of work performed at each location.
4. List the original name, manufacturers of equipment and vintage of equipment at each location in '1' above.
5. List whether the bidder still maintains the equipment.

2.8. CONTRACT PRICES

Bidder is required to submit pricing using Attachment B "Bid Proposal Form", with its bid submission. The awarded Bidder's prices shall remain fixed and firm during the first one (1) year term of the contract, commencing on the award date.

2.8.1 Routine Monthly Maintenance

The monthly maintenance service rate is inclusive of all labor, material, and equipment to: 1) perform routine maintenance, in a manner and at a frequency as specified by the contract, and 2) repair each elevator, escalator, or moving walkway in manner that supports reliable operation of maintained equipment. The pricing components of routine monthly maintenance are:

1. Labor Rate

For the maintenance period specified by the ITQ, this rate shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. This rate is defined as straight-time for all labor, except as may be noted on the Bid Proposal Form. The Contractor shall comply with minimum wage standards and any other applicable laws of the State of Florida.

2. Material Rate

For the maintenance period specified by the ITQ, this rate shall be inclusive of material required for the maintenance and repair of equipment to be maintained to ensure safe operation, as specified by this document.

2.8.2. **Repair Required Due to Special Conditions**

The Awarded Bidder shall be entitled to the direct payment of its labor and material for all work not associated with monthly maintenance, as a special condition. Compensation for work under this provision is solely identified as vandalism and Acts of God.

If special condition repair service is required, the following applies:

1. Standard Labor Rate

For the maintenance period specified by the ITQ, this rate shall be fully loaded, including labor, equipment, overhead and profit, travel time, and any other cost to the Contractor. This rate is defined as straight-time for all labor, except as may be noted on the Bid Proposal Form. The Contractor shall comply with minimum wage standards and any other applicable laws of the State of Florida.

The Awarded Bidder shall provide the County representative with a written estimate of the cost of the repair effort, inclusive of the rate and applicable hours. Upon the written approval of the County, the Awarded Bidder shall be entitled to compensation in the amount approved by the County.

2. Stand By Labor Rate

As defined by International Union of Elevator Constructors, Local #71, this rate shall be fully loaded in accordance with Paragraph 2.8.2 (1) above.

3. Overtime Time Labor Rate (Nights, and other non-standard times (except Sundays and holidays))

This rate is defined as premium time for nights and other non-standard times, except Sundays and holidays. All other requirements of Paragraph 2.8.2 (1) above, shall apply.

4. Overtime Time Labor Rate (Sunday and Holidays)

This rate is defined as premium time for Sundays and holidays. All other requirements of Paragraph 2.8.2 (1) above, shall apply.

5. Material Component

Applicable material or equipment required for a repair shall be presented in the form of a written estimate by the Awarded Bidder to the County representative, along with the estimated labor effort. Upon the written approval of the County, the Awarded Bidder shall be entitled to compensation equal to actual costs plus a markup as proposed by the Bidder, to be evidenced by a paid invoice(s). The percentage of the material markup shall be recorded by the Bidder on Attachment B "Bid Proposal Form".

The total amount of the Awarded Bidder's estimate, as approved by the County in writing, shall remain firm and fixed

for the work effort. In no event will the Awarded Bidder be due additional compensation in excess of the approved amount.

2.9. PRICE ESCALATION

The County will accept an adjustment to the labor and material costs for routine maintenance, on a year to year basis as herein specified. It is the Awarded Bidder's responsibility to request a price adjustment under this provision. The eligibility date for a price adjustment is January 1, of the following calendar year. In no event shall an Awarded Bidder be due a price adjustment within the initial 12 month period, commencing from the award date. Note, the first eligibility date for an adjustment may exceed a one year period.

For an adjustment (labor and material) to commence on the eligibility date, the vendor's request for an adjustment shall be received, via email or regular mail, by the County's Contracting Officer by no later than October 1, of the current year. If no adjustment request is received from the Awarded Bidder by October 1 of the current year, the County will assume that the vendor has agreed to have its prices remain firm and fixed for the following calendar year.

At time Miami-Dade County will consider adjustment to price based on:

1. The Contractor shall provide the County's Procurement Contracting Officer with the current year labor rate published by the International Union of Elevator Constructors, Local #71 Mechanic Rate, Miami FL. The Contractor will be granted a rate increase equal to the percent of the change to the Local #71 Mechanic rate, Miami FL for the current year from the previous approved rate. In no event shall the net change for labor exceed three percent (3%).
2. Materials Components of the Maintenance Service Price is based on the Producer Price Index (PPI), Commodity NAICS Code # 333921; Elevator and Moving Stairway Manufacturing. The Contractor will be granted a material rate increase equal to the percent of the change to the PPI for the current year from the PPI of previous approved rate, based on the month of October. In no event shall the net change for material exceed three percent (3%).

2.10. INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Advertising Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. *Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

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.

***Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

2.11. WORKING HOURS

- A. The mechanic shall report to the Project Manager or designated County representative upon arrival and departure from County facilities.
- B. The Contractor shall perform all work required by this contract including examination, cleaning, adjustment, lubrication, repairs and replacement during regular working hours of the elevator and/or escalator trade. Shut downs approximately 15 minutes to an hour are permitted to perform non-emergency inspections and repairs, and routine maintenance; except as otherwise noted. Scheduled Shut-Downs for major work and longer than an hour in duration may be at overtime rates between 6:00 P.M. and 7:00 A.M. weekdays, or on weekends and holidays, and requires prior approval from the Project Manager.

Conduct monthly tests of elevator portion of emergency power operation and firefighter service Phase I and II if so equipped. Maintain log of tests and results as specified in Section 3.

- C. There are some facilities where all scheduled shutdown maintenance and repair must be performed after normal working hours, during non-peak hours. These items will be identified on the bid proposal forms. All scheduled work requiring shut-down of this identified equipment except emergencies and major repairs which exceed eight (8) hours, shall be performed after normal hours, on a schedule to be determined by the project manager. Major repair work, which exceeds the normal agreed upon after hour's shift, if still on overtime, shall be compensated to the contractor as described in the contract documents.
- D. This contract includes emergency, minor adjustments and call-back service during regular working hours and other than regular working hours, at no additional charge.
- E. The contractor shall provide regular and overtime call back service when requested by the Project Manager or designated representative.

- F. If the County requests the contractor to perform overtime repairs covered in the contract, the current established regular time rate shall be absorbed by the contractor. The County will compensate for overtime hours at the current established overtime rate less the regular rate.
- G. If the County requests the performance of regular or overtime call-back service to make adjustment or repair work for which the contract does not provide, the contractor will be compensated for the time required to perform the work plus travel time to the project site only at the current established regular or overtime rate.
- H. The established charge per hour for regular and overtime labor for Mechanics, Helpers, and Adjusters shall be as stipulated by the Contractor in the space provided on Attachment B "Bid Proposal Form".

2.12. EMERGENCY SERVICES

The successful bidder shall provide twenty-four (24) hour service, seven (7) days a week emergency services to the County under this contract. During regular working hours (Monday through Friday 7:00 AM to 5:00 PM), emergency service response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

2.13. PRICING FOR REPAIR AND MODERNIZATION

2.13.1 REPAIRS

As Miami-Dade County intends to supply this First Class Maintenance Service to the equipment, in order to maintain the equipment always in "as new a condition" as possible, the Awarded Bidder shall perform repairs needed to ensure all equipment is restored to a state of safe and reliable service, in accordance with industry standards. An assessment of existing conditions and repair work shall commence upon contract award. Within 30 days after the execution of the contract, the Awarded Bidder shall submit an inspection and repair schedule for review and approval by the County.

Upon the County's approval of the Inspection and Repair Schedule, the Awarded Bidder shall inspect equipment, as scheduled, and subsequently prepare and submit an estimate for repair, if repairs are required. The County will review the estimate, and upon mutual agreement of the repair effort and the associated costs by the parties, work will commence on a Time and Material basis. If the Awarded Bidder believes it will exceed the amount of the approved estimate due to unforeseen site conditions, the Awarded Bidder shall notify the County prior to expending no more than 80% of the approved repair budget and correcting the unforeseen site condition. At the time of notification, the County will confirm the condition. The parties shall either agree to a revised estimate for repair and the extra work effort shall commence or the Awarded Bidder will continue the repair effort for the original scope of repairs.

2.13.2 MODERNIZATION

In the event the County orders the modernization of an elevator, the Contractor(s) prequalified to participate in the pool established by RTQ-00687, shall provide a firm fixed bid price for the modernization work specified by an Invitation to Quote. The Contractor's price shall be inclusive of all labor, material, equipment, overhead and profit, and other costs required to perform the work as specified. This offer shall be stated in the Bid Proposal. If this offer is not stated in the Bid Proposal, the Proposal shall be considered non-responsive and ineligible for award. The County reserves the right to accept or reject this offer. If the County accepts this offer it shall be understood that the Bidder agrees to enter into a contract for parts and repairs, which are required in conjunction with this equipment acquisition. This Contract shall be in effect for a period to be determined at the time of the request for bids. The County reserves the right to solicit modernization work at a standalone project, via an open and public solicitation.

2.14. LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3, Attachment A, of this Solicitation entitled "Technical Specifications", the Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.15. SUBCONTRACTORS

- A. Nothing contained in these specifications shall be construed to create any contractual relationship between any sub-contractor and the County.
- B. The contractor shall be as fully responsible to the County for the acts and omissions of the sub-contractors and persons employed by them as they are for acts and omissions of persons directly employed the Contractor.

2.16. CONTRACT ENFORCEMENT

In order to assure that Miami-Dade County receives the quality and response necessary to insure the safety of the passengers of this equipment, and achieve the maximum designed life cycle of the covered equipment, the contract administrator may impose deductions as liquidated damages. These liquidated damages may be deducted from the monthly invoice amount due, for failure to perform in accordance with the contract. The monthly payment reduction may be based upon the following schedule:

Late Response to Service Call	\$25/hr. up to \$250/day, per occurrence, per day
No Response to Service Call	\$250/day, per occurrence
*Non Performance	\$1,000 per occurrence
Shut Down due to Lack Parts	\$500 per occurrence

Note:

*Non-performance will be inclusive of, but not limited to, similar failure of equipment more than three (3) times, for a total down time of five (5) hours for elevators, and ten (10) hours for escalators, excluding response time, during a calendar year. Failure to take corrective action on statutory inspection reports by the inspectors and sending mandatory compliance reports as stipulated in the "Elevator Inspection Report and Order Requiring Correction" shall be construed to be non-performance. Failure to provide documentation may also be deemed as non-performance.

2.17. TERMINATION AND DEFAULT

The importance of the elevators and/or escalators covered by these specifications demands that they be maintained in satisfactory and safe operating condition in accordance with the requirements of the specifications and be kept capable of providing their original maximum capacity, speed and performance. Miami-Dade County reserves the right to make such tests when advisable, to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, Miami-Dade County may immediately demand in writing that the Contractor place the elevator and/or escalator equipment in condition to meet these requirements.

The contractor's failure to comply with such a demand within 48 hours will constitute a circumstance under which Miami-Dade County may terminate the contract.

2.18. MONTHLY INVOICES AND ITEMIZED INVOICES FOR EMERGENCY WORK AND ADDITIONAL WORK

The successful Bidder(s) shall submit monthly invoices which reflects appropriate purchase order number and work location by the tenth (10) calendar day of each month. These invoices shall be submitted to the County using the department(s) that requested the service through a purchase order. The invoices shall identify the service(s) rendered during the billing period. All invoices shall be accompanied with: service tickets, receipts for installed materials/equipment, and invoice(s) for approved subcontracted work. The successful Bidder shall identify requested emergency service not specified in the contract, the authorization and cost of this work must be approved by the County prior to the submission of the invoice. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency service. The invoice for emergency service shall itemize all costs of labor and materials, in addition to a full description of the work performed. Failure to comply with the above requirement will result in return of invoices, delay of payment and/or compensation.

PERFORMANCE OF WORK

2.19. BACK ORDERS SHALL NOT BE ALLOWED

The County shall not accept any back orders of deliveries from the Contractor. Accordingly, the Contractor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored. In the event that the Contractor fails to deliver the goods within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the Contractor for any re-procurement costs.

2.20. WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or service 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. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County forty-eight (48) hours of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another vendor 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.

2.21. ACCEPTANCE OF PRODUCT BY THE COUNTY

A. The products shall be maintained and delivered to the County in excellent condition. If a product does not meet specifications, it will be returned to the Contractor as exchange for suitable merchandise or for full credit at no additional cost to the County.

B. The Bidder hereby acknowledges and agrees that all products, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the products supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to: (1) cancel the order and return such products to the Bidder at the Bidder's expense; or (2) require the Bidder to replace the products at the Bidder's expense.

2.22. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for it. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Note: Any Violation of required safety standards including failure to barricade will result in the following sanctions imposed by the Contract Administrator:

1st. Offense: Warning to company and removal of responsible employee from County Facilities.

2nd. Offense: Up to \$10,000.00 fine imposed on company and removal of responsible employee from County facilities.

3rd. Offense: Cancellation of contract or a fine up to equivalent to double the annual contract amount.

2.23. BACKGROUND CHECKS

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.

Employees of the Contractor, who have been arrested, charged or have injunctions or pending cases against them, are not permitted in any Courthouse, State Attorney office, Police Station or other such sensitive location, as an unescorted representative of the Contractor, whether they have been previously cleared or not.

OPERATIONS AT COUNTY FACILITIES

2.24. OPERATIONS AT MIAMI-DADE TRANSIT FACILITIES (IF APPLICABLE)

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 an elevator is shutdown for routine maintenance during non-peak hours, the Mechanic shall assist handicapped passengers in gaining access via the elevator, to the extent that such access is deemed safe.

C. If routine maintenance requires the shutdown of equipment, whereby the elevator will be rendered unusable for handicap access, one of three contact persons identified by the County shall be notified prior to the shutdown.

2.25. OPERATIONS AT MIAMI-DADE AVIATION FACILITIES (IF APPLICABLE)

AVIATION DEPARTMENT REGULATION

For services required at the airport, 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. Contractors 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.

A. MDAD IDENTIFICATION BADGES - AIRPORT OPERATIONS AREA SECURITY

1. No Contractor or his 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 secure 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.

B. A.O.A. SECURITY TRAINING

Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training and AOA driving class provided by MDAD Operations Division. SIDA training is regularly provided by Safety and Security/ID Section.

ESCORTS AT AIRCRAFT OPERATING AREA

When performing work at the 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.

Any violations of this section by the Contractor shall result in immediate cancellation of this Contract, in accordance with the following:

- A. 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.
- B. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
- C. 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.
- D. 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.

CONTRACTOR RAMP PERMITS

- A. No vehicle will be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
- B. The vehicle shall be clearly marked with the Company name and logo.
- C. The vehicle may only enter the AOA through designated DCAD Guard Gates.
- D. The vehicle shall have automobile liability insurance in the amount specified in Section 2 of these Specifications. Proof of such insurance shall be provided to DCAD Airside Operations Division upon request.
- E. 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 DCAD Escort to be provided by DCAD's Operations Division. To obtain an Escort, the Contractor shall notify DCAD Airside Operations 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.

AOA – RIGHT OF SEARCH

- A. 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 AOA of the Airport.
- B. 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 acceptable to the Department. Persons not executing such Consent to Search form shall not be employed by the Contractor for any project.

- C. 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 a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.
- D. The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and is intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

2.26. OPERATIONS AT HOUSING AGENCY FACILITIES (IF APPLICABLE)

Miami Dade Public Housing And Community Development (PHCD) will be using this contract and since the acquisition and repair services for hydraulic parts that will be acquired under this solicitation will be purchased, in part or in whole with federal funding, it is hereby agreed and understood that Section 60-250-4, Section 60-7414.4 of Title 4 of the United State Code, which address Affirmative Action requirements for handicapped workers is incorporated into this solicitation and resultant contract by reference.

A. Exemption to Certain Clauses

The contract to be awarded under this solicitation will be accessed by PHCD. As a Federally-funded department, certain clauses within this solicitation do not apply to that Department's allocation: Section I Paragraph 1.11 (Local Preferences), Section I Paragraph 1.28 (Office of Inspector General), Section I, and Section 2 Paragraph 2.21 (County User Access Program-UAP).

B. Minimum Wages Based on the Davis Bacon Act (Federal Funds Utilized)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the vendor for the work under this solicitation shall not be less than the prevailing wage rates for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract.

Vendor(s) shall comply with the regulations of the Davis Bacon Act, pay wages in accordance with the act, submit to the County certify copies of their payroll whenever requested, allow the County to perform interviews to their work force and allow the County to inspect their payrolls as it may deem necessary, above agreement shall be used only when federal funds are utilized for specific project not exceeding \$50,000.00 each.

C. Legal Requirement For Pollution Control

It is the intent of these specifications to comply with the Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, at (305) 372-6789.

D. Award Preference

Vendor(s) with Section 3 businesses, pre-certified by Miami-Dade Public Housing and Community Development (PHCD) at least two weeks prior to bid opening date, may receive a contract award preference, based on size of bid amount and submission of Document 00200-B with each project bid. (See Appendix B and Attachment 2).

SECTION 3 OF THE HUD ACT OF 1968-REQUIREMENTS FOR PUBLIC HOUSING AND COMMUNITY DEVELOPMENT PROJECTS QNLY.

1. 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. 701u (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. (See attached Appendix 1).
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. 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.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
5. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. 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).

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

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

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

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

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

This form is applicable to any contract agreement entered into between Miami-Dade County, as represented by PHCD, and

the successful offeror(s) .Form HUD-5370-C includes clauses required by 24 CFR 85.36(i) necessary for non-construction contracts.

2.27. OPERATIONS AT SEAPORT FACILITIES (IF APPLICABLE)

For services required at the Seaport, all operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the Contractor unless express permission is given to the Contractor by the Seaport Engineer. The Contractor shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for and, minimum hindrance to, port operations. All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or potential hazard to traffic and facilities. Materials stored at the Seaport by the Contractor shall be serviced in a manner that minimizes any obstruction to water and ground traffic. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The Contractor shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the Contractor, working in conjunction with the Engineer and the Dade County Seaport Department Maintenance Staff, shall endeavor to locate any possible utility conflicts. Should the Contractor damage any Seaport utility through negligence, it shall promptly repair the damage at its own expense.

FACILITY REQUIREMENTS

2.28. LOCAL OFFICE

The Contractor shall maintain an office within the geographic boundaries of Miami-Dade or Broward Counties, Florida, in accordance with Paragraph 2.7(B). This office shall be staffed by a competent company representatives who can be contacted during normal working hours and who are authorized to discuss matters pertaining to the contract.

2.29. WAREHOUSE FACILITIES SHALL BE IN SOUTH FLORIDA

The Awarded Bidder shall have warehouse facilities located in South Florida, which shall be defined as Dade, Broward, Palm Beach and Monroe Counties. The County reserves the right to perform an inspection of these warehouse facilities during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and function ability of the warehouse shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final.

2.30. ADDITIONAL FACILITIES MAY BE ADDED

This Solicitation identifies specific elevators and facilities to be serviced. It is hereby agreed and understood that any County department or agency elevator and facility may be added to this contract at the sole option of the County, by means of any one of the following actions:

- a) Solicit a price quote(s) from the Contractor(s) awarded to perform services at the facility, which an elevator(s) is being added. If this quote(s) is comparable with prices offered for similar services, the award shall be made to the Contractor(s).
- b) Solicit a price quote(s) from vendors that are prequalified for inclusion in the pool, at the time of the solicitation. If this quote(s) is comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible Contractor(s) meeting specifications in the best interest of the County, and a separate purchase order will be issued by the County.

Upon the final mutual agreement of a price(s) by the parties for added elevator(s), the County will prepare an amended award sheet that identifies the addition. The County and the awarded vendor will sign the amended award sheet as formal acceptance of the change.

2.31. DELETION OF FACILITIES

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete an elevator from the contract service requirements for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written advanced notice to the successful Contractor. Upon the deletion of an elevator(s), the award sheet will be amended accordingly. The County and the awarded vendor will sign the amended award sheet as formal acceptance of change.

STANDARDS, LICENCES, CERTIFICATIONS, PERMITS, AND FEES

2.32. CERTIFICATE OF COMPETENCY

In accordance with the Code of Miami Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture who shall bid or proffer a bid shall, at the time of such bid or proffer of bid, hold a valid Registration for Elevator Maintenance Services work issued by the State of Florida Bureau of Elevator Safety, qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this Bid Solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Contractor's proposal; provided, however, that the County may at its option and in its best interest allow the Contractor to supply the to the County during the bid evaluation period.

2.33. COMPLIANCE WITH NATIONAL STANDARDS

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.34. LICENSES FOR TRADES

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the above mentioned, prior to being awarded a contract by the County. All journeymen supplied to perform services in/and for Miami-Dade County must be licensed by the Miami-Dade County Building and Zoning Department, and carry their certification card when supplying services to the same.

2.35. LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

PERFORMANCE OF WORK

2.36. WORK ACCEPTANCE

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.37. CLEAN-UP

All unusable materials and debris shall be removed from the premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department Project Manager.

2.38. MAJOR WORK OF EQUIPMENT

Major work, as applied to this contract, refers to improvement of the overall operation of the equipment, through the pre-planned and pre-scheduled replacement or addition of apparatus not previously installed. This may include the replacement of the controller, machine, drive system, doors, cabs, car frame, etc. Minor Work may include only the replacement of the door operator, a door, a door re-opening device, a cab or cabs, etc.

2.39. PRODUCTION INSPECTION BY THE COUNTY (FOR MAJOR WORK ONLY)

The Contractor is required to conduct on-site production inspections at times, which are mutually convenient to the Contractor and the County's officials and shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls, structural changes and general construction techniques. The Contractor shall provide reasonable notice to the County prior to the scheduling of these on-site production inspections.

The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the bid specifications or the Contractor's proposal.

2.40. REPAIRS AND PARTS MANUALS TO BE PROVIDED (FOR MAJOR WORK ONLY)

The successful Contractor shall supply the County with a minimum of four (4) comprehensive maintenance, repair and parts manuals which identify the component parts and which describe the appropriate process for maintaining and repairing the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

2.41. DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER (FOR MODERNIZATION & MAJOR WORK)

The Contractor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the County's Project Administrator. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County shall place the Contractor on default, obtain the services of another vendor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing.

2.42. MANUFACTURER'S CATALOGUES - BROCHURES (FOR MODERNIZATION & MAJOR WORK)

The product(s) requested in this bid may be other than the standard product offered by available manufacturers. All supporting documentation submitted by the Contractor must meet the required specifications, including, but not limited to standard manufacturer's information sheets, catalogues, brochures, or cut sheets. Where standard product literature is submitted with the bid and offers information that does not comply with the specifications the Contractor must state on their company stationary the differences between their bid specifications.

2.43. EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE (MODERNIZATION ONLY)

The equipment being offered by the Contractor shall be the most recent model available. Any optional components, which are required in accordance with the Bid Specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable O.S.H.A., State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and

adjustments, are to be in accordance with current S.A.E. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.44. FURNISH AND INSTALL REQUIREMENTS

These specifications describe the various functions and classes of work required as necessary for the completion of the project. Any technical omissions of functions or classes within the sections of these specifications shall not relieve the Contractor from furnishing, installing or performing such work where required to the satisfactory completion of the project.

2.45. FURNISH AND SET IN PLACE REQUIREMENTS

The Contractor shall be required to furnish the materials or products identified in these bid specifications as well as to set in place or install materials or products at the facility designated by the County. The Contractor shall also be required to provide adequate training to County personnel on the appropriate use of the materials or products if necessary.

2.46. WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or service 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. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within forty-eight (48) hours days 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 vendor 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.

2.47. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications, the County reserves the right to: (1) cancel the order and return such materials to the Contractor or (2) require the Contractor to replace the materials at Contractor's expense.

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or service 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. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fourteen (14) calendar days 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 vendor 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. Free Maintenance – Modernization Work

The Contractor shall provide one (1) year of maintenance services as part of this contract.

GUARANTEE AGAINST DEFECTS SHALL BE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of three hundred sixty-five (365) calendar days after date of acceptance of the labor, material and/or equipment by the County. The Contractor shall promptly correct these deficiencies, without cost to the County, within two (2) calendar days after the County notifies the Contractor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

MISCELLANEOUS PROVISION

2.48. AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful Contractor(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.49. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.50. PATENTS AND ROYALTIES

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by vendor, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the vendor may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices

shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**2.51. PURCHASE OF OTHER MATERIAL AND EQUIPMENT NOT LISTED WITHIN THIS SOLICITATION
BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation, which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar items. The County reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.52. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Contractor(s) shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

Additionally, Contractor(s) may be requested to provide Material Safety Data Sheets to the Specification Specialist during the evaluation period.

Contractors should contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center
Circle West
Tallahassee, Florida 32301-5014
Telephone: 1-800-367-4378

2.53. DISCOVERY OF MEDICAL WASTE

Cleaning pits is the elevator contractor's responsibility. If medical wastes are encountered in the pit, the elevator maintenance contractor shall subcontract the cleaning of the pit to a qualified contractor and bill the County cost plus 10%. The contractor shall provide access to the pit at no charge. The elevator contractor will back up billing with invoicing from the subcontractor. The work shall be done during regular working hours, in accordance with the union trade agreement.

2.54. RECYCLING COMPLIANCE

Miami Dade County has adopted an affirmative procurement program requiring the use of waste reducing, recycled and recyclable products by County departments. The use of such products will reduce the quantity and toxicity of waste generated and will increase the overall demand for recycled and recyclable products. This contract is in compliance with the County recycling policy by minimizing the volume of items, which are discarded and extending their useful life through proper maintenance, repair and restoration.

ATTACHMENT A – SECTION 3 "TECHNICAL SPECIFICATION"
ATTACHMENT B – BID PROPOSAL FORM
ATTACHMENT C – HUD FORMS