

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 9103-5/19-5

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2000123
 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Coneyance Equipment Maintenance and Repair (PHCD)

Description: This agreement is for elevator maintenance and repair services of conveyance equipment across different PHCD Facilities.

Issuing Department: ISD
 Contact Person: Saba Musleh
 Phone: 305-375-5375

Estimate Cost: \$219,408

Funding Source: GENERAL
FEDERAL
OTHER

Federal

ANALYSIS

Commodity Codes:				
Contract/Project History of previous purchases three (3) years Check here <input 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): <input type="checkbox"/> YES <input type="checkbox"/> NO				

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation:				
				
Signed: 	Date sent to SBD: 			
	Date returned to SPD: 			

Date: August 12, 2020

To: OTIS Elevator CO

Subject: BW-10102, Conveyance Equipment Maintenance and Repair Services

Dear Vendor:

Miami-Dade County (the "County"), intends to award Bid Waiver Contract No. BW-10102 (the Contract) to OTIS Elevator CO, to provide elevator maintenance and repair services (Services) for Miami-Dade Public Housing and Community Development (PHCD). The scope of work shall include furnishing all materials, tools, equipment, labor, services, permits, and licenses necessary for the full maintenance and repair of the elevators.

TERM OF CONTRACT

The Contract shall become effective on September 1, 2020 and shall proceed for a period of twelve months; subject to section 1.6, Contract Extension, of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

The Awarded Vendor shall comply with the County's General Terms and Conditions located here:
<https://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r20-1.pdf>

INSURANCE

Section 1.22, Insurance Requirements, of the General Terms and Conditions is hereby amended to replace paragraph A with the following:

Awarded Vendor(s) 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 Awarded Vendor(s) or its employees, agents, servants, partners principals or subcontractors. Awarded Vendor(s) 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. Awarded Vendor(s) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awarded Vendor(s) 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 Awarded Vendor(s) 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 Awarded Vendor as required by Florida Statute 440.

- B. 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 & Completed Operations coverage. 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.

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.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

All other language under Section 1.22 remains the same.

ORDER OF PRECEDENCE

In the event of a conflict in the terms/conditions of this agreement, such conflict will be resolved by giving precedence in the following order:

- A. Any Modifications issued to the Agreement.
- B. Appendix A "Scope of Services", Appendix B "Technical Specifications", and Appendix C "Pricing".
- C. Section 1, "General Terms and Conditions".

Vendor

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Miami-Dade County

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix A – Scope of Services

2.0 SCOPE OF WORK

The County, is entering into an agreement with the Awarded Vendor to furnish all materials, tools, equipment, labor, travel time, permits, and licenses necessary for the full maintenance and for the repair of elevators located at PHCD facilities.

2.1 DEFINITIONS

- A. "Contracting Officer" means the representative of the Procurement Management Services Department, assigned to manage this solicitation.
- B. "Contract Documents" or "Contract" means collectively; the agreement, appendixes, and all associated addenda.
- C. "County" means the government of Miami-Dade County.
- D. "Covered employee" means anyone employed by any Awarded Vendor, 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 Awarded Vendor(s)'s contract with the County.
- E. "Elevator Equipment", "Conveyance Equipment", "elevators", or "the equipment" is a term used as a group designation of all equipment described in the contract documents, 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, and escalators.
- F. "Project Manager" means the person assigned under a contract, usually a Miami-Dade County Department Director or their designee, who has primary responsibility to manage the contract and enforce contract requirements.
- G. "Standby Service" consists of providing a Mechanic at a project site to be available for a possible elevator shutdown during facility events, emergency situations such as inclement weather, and/or elevator operational conditions.

2.2 COMPETENCY OF AWARDED VENDOR

The importance of maintaining the conveyance equipment in a safe and satisfactory operating condition demands that the Awarded Vendor(s) be completely qualified to perform maintenance service work to equipment identified by the contract documents.

A. Requirements

1. Awarded Vendor(s)'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.
2. Awarded Vendor(s) 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 Awarded Vendor(s) to perform the work required by this contract.
3. Awarded Vendor(s) agrees to use trained personnel directly employed and supervised by the Awarded Vendor(s).

4. Awarded Vendor(s) shall have access to a 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. The lead time for delivery of all such parts shall not exceed five (5) business days.

2.3 CONTRACT PRICES

Refer to Appendix C, "Pricing", for pricing. Prices shall remain fixed and firm during the term of contract and any extensions.

2.4 WORKING HOURS – REGULAR TIME AND OVERTIME SERVICE PROVISIONS

- A. The mechanic shall report to the County representative upon arrival and departure from County facilities.
- B. The Awarded Vendor(s) shall perform all work required by this contract including examination, cleaning, adjustment, lubrication, repairs and replacement during regular working hours. 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 require prior approval from the County.
- C. With the exception of emergency work and Major Repairs that exceed eight (8) hours, all scheduled work requiring shutdown of Conveyance Equipment shall be performed during regular working hours, Monday through Friday 7:00 AM to 5:00 PM, on a schedule to be determined by the Project Manager or designee.

2.5 MONTHLY PREVENTIVE MAINTENANCE

Awarded Vendor shall perform the maintenance tasks as provided in Appendix B, Technical Specifications, in the month scheduled, and for the durations specified at a minimum. Repeated failures of completing the monthly preventive maintenance tasks may, at the County's sole discretion, result in the County terminating the contract and/or assessing damages. For clarity, the County considers three (3) or more instances of failure to perform preventative maintenance during the term of the contract a "repeated failure".

2.6 STANDBY SERVICES

The County may request, at its sole discretion, and the Awarded Vendor(s) shall provide standby services to include, an on-site Technician able to perform minor repairs on Conveyance Equipment.

2.7 SERVICE CALLS

The Awarded Vendor(s) shall respond to service calls twenty-four (24) hour per day, seven (7) days a week. During regular working hours, Monday through Friday 7:00 AM to 5:00 PM, the service call response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the service call response time shall be within two (2) hours after notification by the County.

Field crews must be equipped with a mobile/cell phone or other communication and hand held computing device for immediate contact and/or dispatch.

2.8 REPAIRS

The Awarded Vendor(s) shall perform repairs 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. When the need arises, the Awarded Vendor(s) shall follow the following process:

If the required repair is listed under Section 3.3, Additional Work Not Specified; the Awarded Vendor(s) shall inspect the subject equipment, and subsequently prepare and submit a "Not to Exceed Estimate" for repair within twenty-four (24) hours of their visit, to include estimated hours and parts list. If the County determines that the estimate submitted by the Awarded Vendor(s) is not competitive, the County reserves the right to negotiate with the Awarded Vendor or acquire the Services through a different Company. For clarity, repairs not listed under Section 3.3, are considered covered repairs and the Awarded Vendor(s) will not receive additional compensation for such repairs.

2.9 ADDITION OF CONVEYANCE EQUIPMENT

The County reserves the right to add any number of Conveyance Equipment this contract at the County's sole discretion, by issuing a contract modification.

2.10 DELETION OF EQUIPMENT

The County reserves the right, upon issuing a written notice to the Awarded Vendor 14 days in advance, to delete any number of Conveyance Equipment from this contract, at the County's sole discretion. In addition, the County may decide, at its sole discretion to remove any number of Conveyance Equipment awarded to a specific vendor under this agreement and award such Conveyance Equipment to another Vendor awarded under this agreement or other agreements.

2.11 CONTRACT ENFORCEMENT

Awarded Vendor(s) understands and agrees that it would be difficult or impossible to determine with precision the amount of damages incurred by the County for the Awarded Vendor(s)'s lack of performing preventative maintenance or delay 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 delay.

A. Liquidated Damages – Incomplete Work

Both Parties agree that failure to complete Repairs may subject the Awarded Vendor(s) to charges as impact fees in the amount of \$500 for each and every calendar day the work remains incomplete. For example, if the Awarded Vendor(s) 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) in 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 Awarded Vendor(s) under this Agreement, or to invoice the Awarded Vendor(s) for such damages if the costs incurred exceed the amount due to the Awarded Vendor(s).

B. Liquidated Damages- Contract Enforcement

The County may impose deductions as liquidated damages. These liquidated damages may be deducted from the monthly contract amount due, up to and including the full monthly contract price of this affected equipment, 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 10% per Occurrence

No Response to Service Call	25% per Occurrence, Per Day
*Non Performance	10% per Item
Shut Down due to Lack Parts / Manpower	100% per Unit/ Per Day

*Nonperformance 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 as provided for in the Records Management, Section 3.8, may also be deemed as non-performance,

2.12 TERMINATION FOR FAILURE TO MAINTAIN SAFE OPERATING CONDITIONS

The County reserves the right to inspect the Conveyance Equipment being maintained under this agreement, to ascertain that the requirements of this agreement are being fulfilled. Should the County find that the Conveyance Equipment being maintained under this agreement are not being satisfactorily maintained, the County may immediately demand in writing that the Awarded Vendor(s) place the Conveyance Equipment in a condition that meets the requirements of the agreement.

In addition to the terms and conditions of Section 1.26 "Termination for Default", the Awarded Vendor(s)'s failure to comply with such a demand within 48 hours will constitute a circumstance under which Miami-Dade County may terminate the contract.

2.13 NOTICE OF DEFAULT/OPPORTUNITY TO CURE

If an Event of Default occurs, the County may notify the Awarded Vendor(s) ("Default Notice"), specifying the basis(es) for such default, and advising the Awarded Vendor(s) that, unless such default is rectified to the satisfaction of the County within seven (7) days from such Default Notice, the Awarded Vendor(s) shall be in default; except that, at its sole discretion, the County may extend such seven (7) day period for such additional period as the County shall deem appropriate without waiver of any of its rights hereunder. The Default Notice shall specify the date the Awarded Vendor(s) is to discontinue all work (the "Termination Date"), and thereupon, unless rescinded by the County, the Awarded Vendor(s) shall discontinue the work upon the Termination Date.

2.14 REMEDIES IN THE EVENT OF DEFAULT

- A. Upon Awarded Vendor(s)'s default, the County shall have the right to either complete the work with its own forces and/or contract services through other Awarded Vendors or agreements. The County, in connection with its right to complete the work, may take possession of and use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the Awarded Vendor(s), and/or procure other materials, plant, tools, equipment, supplies and property for the completion of same, and to charge the expense of said labor, materials, plant, tools, equipment, supplies and property to the Awarded Vendor(s).
- B. The County may also bring any suit or proceeding for specific performance, for injunctive relief, to recover damages, to obtain any other relief or for any other purpose proper under the law and under this Contract.

- C. Subsequent to the County issuing a default notice, the County may, in its sole discretion waive a default by the Awarded Vendor(s), but such waiver, and failure by the County to take action in respect to any default, shall not be deemed a waiver of any subsequent default.
- D. If the County makes a determination pursuant to Section 2.13, to hold the Awarded Vendor(s) in default and/or terminate the Contract for cause, and it is determined subsequently for any reason whatsoever that either such determination was improper, unwarranted or wrongful, then such termination shall be deemed for all purposes to have been a termination for convenience in accordance with Section 1.25 "Termination for Convenience." The Awarded Vendor(s) agrees that it shall be entitled to no damages, allowance or expenses of any kind other than as provided in Section 1.25, in connection with any such termination.

2.15 INVOICING

In addition to the terms listed in Section 1.35 of the County's General Terms and Conditions, titled INVOICE, the following applies:

- A. The Awarded Vendor(s) shall submit monthly invoices which reflect the appropriate purchase order number and work location by the tenth (10) calendar day of each month. These invoices shall be submitted to PHCD. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month. In addition, the Awarded Vendor(s) shall submit a separate invoice to PHCD for emergency service not specified in the contract and requested by PHCD. 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.
- B. Failure to comply with the above requirement will result in return of invoices, and delay of payment. The County may levy a 10% surcharge of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice. The County reserves the right to update or change its invoicing procedures at any time and notify the Vendor of such updates or changes.

2.16 BACK ORDERS

The County shall not accept any back orders of deliveries from the Awarded Vendor(s). Accordingly, the Awarded Vendor(s) is required to deliver all items to the County within the time specified in this Agreement; and no grace period shall be honored. In the event that the Awarded Vendor(s) fails to deliver the goods within the time specified in Section 2.2 of this agreement, the County reserves the right to cancel the order, seek the items from another Awarded Vendor(s) or via an independent contract, and charge the Awarded Vendor for any re-procurement costs.

2.17 WARRANTY

The Awarded Vendor(s) hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied shall be new and warranted for their merchantability. In the event any of the materials supplied to the County by the Awarded Vendor(s) 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 Awarded Vendor(s); or (2) require the Awarded Vendor(s) to replace the materials at Awarded Vendor(s)'s expense.

Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Awarded Vendor(s), the Awarded Vendor(s) 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 Awarded Vendor(s) 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 Awarded Vendor(s) does not constitute a waiver of these warranty provisions.

A. Correcting Defects Covered Under Warranty

The Awarded Vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within forty-eight (48) hours after the County notifies the Awarded Vendor(s) of such deficiency in writing. If the Awarded Vendor(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Awarded Vendor(s) in default of its contract, and/or (b) procure the products or services from another Awarded Vendor(s) and charge the Awarded Vendor(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.18 REGULATIONS COMPLIANCE

1. Compliance with National Standards

All items to be procured under this agreement 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. Legal Requirement for Pollution Control

It is the intent of the specifications is to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Awarded Vendor(s) through the Department of Regulatory and Economic Resources, located at 701 NW 1 Court, Miami, Florida 33130, Telephone (305) 372-6789.

2. Accident Prevention, Barricades and Safety

Precautions shall be exercised at all times for the protection of persons and property. The Awarded Vendor(s) performing Services under this contract shall conform to all relevant Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Awarded Vendor(s). Barricades shall be provided by the Awarded Vendor(s) when work is performed in areas traversed by persons, or when deemed necessary by the County.

Awarded Vendor(s) agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue an immediate restrain or cease and desist order to the Awarded Vendor(s), when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions shall be immediately reported to the County.

2.19 IDENTIFICATION, FACILITY ACCESS, AND RESTRICTIONS

1. Identification

All employees of the Awarded Vendor(s) must carry a valid government issued photo identification at all times. All personnel shall wear a uniform clearly displaying the Awarded Vendor(s)'s company name. Uniforms shall be maintained so all personnel are neat, clean and professional in appearance. Non-uniform clothing will not be permitted.

2. Facility Access & Restrictions

The Awarded Vendor(s)'s personnel shall sign the Security Log at each facility upon arrival and prior to leaving any facility identified in this solicitation. An authorized County representative shall provide access to each facility. The Awarded Vendor(s)'s personnel are forbidden to access restricted areas within the facility unless authorization has been granted by the County. For security reasons, the Awarded Vendor(s) may be escorted by the County in some restricted areas, and will remain present during the Services. In addition, some facilities may require the Awarded Vendor(s) to provide background checks for its staff.

3. Unauthorized Person

The Awarded Vendor(s)'s personnel are not to be accompanied in the work area by any person who is not authorized by the County (e.g.: acquaintances, and/ or family members).

4. Background Check

Some facilities may require the Vendor to provide background checks for its staff. The Awarded Vendor(s) shall bear all cost of such screening. The Awarded Vendor(s) shall provide, to the Building Manager, a copy of each employee's background check. The Awarded Vendor(s) shall be responsible to notify the County immediately of any changes in personnel and provide to the County the new employee's documentation. Background checks may be obtained from the Miami-Dade Police Department (MDPD), Central Records Bureau, located within the Fred Taylor Building at 9105 NW 25 Street/Doral FL. For morning information, please call 305-471-3220.

2.20 COMPLIANCE WITH FEDERAL REGULATIONS

Since the goods, services, and/or equipment that will be acquired under this agreement will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this agreement by reference. In addition, all items/services purchased under this contract shall be in accordance with all governmental standards, to include, but not be 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).

2.21 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

In addition, the funding for parts of this contract (modernization of elevators) are funded with Federal Funds allocated under the American Recovery and Reinvestment Act of 2009, and all rules and regulations required under that act are incorporated and apply to this contract as herein referenced, with specific attention to the following:

A. Exemption from Certain Clauses

The following provisions of Section 1, General Terms and Conditions, do not apply to this agreement: Paragraph 1.11 (Local Preferences), Paragraph 1.28 (Office of Inspector General), Paragraph 1.36 (County User Access Program (UAP)), Paragraph 1.44 (Small Business Enterprise Measures), Paragraph 1.45 (Local Certified Veteran's Business Enterprise Preference), and Paragraph 1.48 (First Source Referral Program).

B. PHCD USHUD General Terms and Conditions

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

This provision is designed to provide information to Awarded Vendor(s) 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.

2. **Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)**
Form HUD-5369-C includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in the Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.
3. **General Conditions for Non-Construction Contracts Section I – (with or without Maintenance Work) (Form HUD-5370-C)**
This form is applicable to any agreement entered into between Miami-Dade County, as represented by PHCD, and the successful offeror(s). Form HUD-5370-C includes clauses required by 2 CFR Part 200 necessary for non-construction contracts.

2.22 MIAMI DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT HUD MAINTENANCE WAGE DETERMINATION

Applicability of Maintenance Wage Determination's (MWDs). HUD-determined (or adopted) prevailing wage rate decisions (MWDs) are applicable to the operation of certain Public and Indian housing projects. **The Low-income housing projects operated by PHCD** are applicable to the operation by PHA of low-income housing projects as such projects are defined by the U.S. Housing Act of 1937, amended. (USHA), pursuant to Section 12 of the Act. The **Issuance of maintenance wage determinations** are issued on form HUD-52158, Maintenance Wage Determination. The HUD Labor Relations Specialist/staff shall make every effort to ensure that the MWD is issued at least 30 days in advance of the beginning of the respective PHA's fiscal year.

Contract wage decision and standards. The contract for covered maintenance work must contain the applicable MWD and the HUD-5370-C, General Conditions for Non-construction Contracts — Sections 1 and/or 2, as appropriate. These are often inserted in the bid/contract specifications.

- A. Maintenance wage determination.** The wage decision lists the work classifications approved for the project and the minimum wage rates that must be paid to maintenance laborers and mechanics performing the work of the corresponding classifications. A multi-year contract for maintenance work or services must incorporate any subsequent MWD which may be issued to the PHA during the life of the contract.
- B. Contract standards.** The contract clauses prescribe the responsibilities of the Awarded Vendor(s) and obligate the Awarded Vendor(s) to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the Awarded Vendor(s) to ensure the payment of wages and liquidated damages which may be found due. These contract clauses enable HUD or the PHA to enforce the Federal labor standards applicable to the project/contract. The HUD 5370-C is available at HUDClips.
- C. Acceptable methods of incorporation.** The applicable MWD and HUD-5730-C maybe incorporated into bid solicitations (if any) and contracts by "hard-copy", incorporation into other documents, or by reference.

2.23 SECTION 3 OF THE HUD ACT OF 1968

- 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. 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.

- B. 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.
- C. The Awarded Vendor(s) agrees to send to each labor organization or representative of workers with which the Awarded Vendor(s) has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the Awarded Vendor(s)'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 Awarded Vendor(s) 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 Awarded Vendor(s) will not subcontract with any subcontractor where the Awarded Vendor(s) has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Awarded Vendor(s) will certify that any vacant employment positions, including training positions, that are filled (1) after the Awarded Vendor (s) 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 Awarded Vendor(s)'s obligations under 24 CFR part 135.
- F. 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.
- 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).

2.24 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) 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 vendor(s) performing under this contract 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.

For additional information on the Federal Right to Know Regulation, contact OSHA at [ww.OSHA.gov](http://www.OSHA.gov).

2.25 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL REGULATIONS:

The Awarded Vendor(s) shall comply will all laws and regulations applicable to providing services in this Agreement, including the Federal Regulations found in the following attachments included herein. Where conflict exists between this agreement and these legal requirements, the authority shall prevail in the following order: Federal, State and Local. Refer to the following Attachments:

- Attachment 1, Section 3 Requirements for Procurement Contracts
- Attachment 2, General Conditions for Non-Construction Contracts - HUD-5370-C
- Attachment 3, Maintenance Wage Rate Determination – HUD FORM 52158
- Attachment 4, Certifications and Representations of Offerors - Non-Construction Contract - HUD-5369-C
- Attachment 5, Instruction to Offerors – Non-Construction – HUD-5369-B

2.26 WORK ACCEPTANCE

Completed work 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.

2.27 CLEAN-UP

The Awarded Vendor(s) shall remove all unusable materials and debris from the premises at the end of each workday, and dispose of in an appropriate manner. Upon final completion, the Awarded Vendor(s) shall thoroughly clean up all areas where work has been involved as mutually agreed with the County.

2.28 MONITORING AND REPORTING VENDOR PERFORMANCE – COUNTY PROCEDURES

A. Awarded Vendor(s) performance

Awarded Vendor(s) performance is any action or inaction by an Awarded Vendor(s) under a contract, purchase order or other binding agreement with Miami-Dade County. Any action or inaction by an Awarded Vendor(s) which does not comply with the contractual terms and conditions will be considered non- performance and is to be documented and reported to ISD-PMS. Non-performance includes but is not limited to, late or non-deliveries, substandard or unacceptable goods and/or service levels and/or nonperformance, habitual under or over shipments, and unauthorized subcontracting or contract assignments.

The user department shall appoint project managers, who shall be responsible for monitoring Awarded Vendor(s) performance as it relates to the terms and conditions of the contract(s) and/or purchase order(s) issued. Awarded Vendor(s) non-performance actions are to be documented and reported to ISD-PMS for appropriate action aimed at correcting Awarded Vendor(s) performance, placing the Awarded Vendor(s) on probation for a period of time, suspension from bidding on County contracts, Awarded Vendor(s) debarment, and/or contract termination.

B. Action by user department

The Awarded Vendor(s) should be contacted by telephone, email, or in person to discuss the problems being experienced. A mutual understanding should be reached, if possible, and a time frame for corrective action established.

A meeting should be held with the Awarded Vendor(s) to help resolve issues whenever possible. Should the Awarded Vendor(s) continue to not meet the requirements, the user department/division should complete the Awarded Vendor(s) non-performance form, or prepare a memo to ISD-SPD and attach any available documentation to substantiate the report, including a copy of any letters sent to the Awarded Vendor(s) or records of meetings (as applicable).

Submit to the Internal Services Department, Strategic Procurement Division (ISD-SPD), a copy of the Awarded Vendor(s)'s non-performance form, or memo from user department, together with supporting documents, should be sent to ISD-PMS. The user department should retain a complete copy for its records.

C. Action by ISD-PMS

After receiving the Awarded Vendor(s) non-performance, ISD-PMS will review the documentation to determine the appropriated course of action. This action may include: calling the Awarded Vendor(s), sending Awarded Vendor(s) a "notice to cure", or scheduling a meeting with the Awarded Vendor(s).

Where progressive steps aimed at correcting Awarded Vendor(s) performance have proven futile, ISD- PMS may hold a hearing to determine the next course of action. The Awarded Vendor(s) and the user department will be present at this meeting when a representative from ISD-PMS will act as a hearing officer. After listening to all parties, the hearing officer may:

1. Establish a probation period for the Awarded Vendor(s) to correct all noncompliance problems
2. Terminate the contract for default, or
3. Find no action necessary

A copy of all written actions or documents are sent to the user department. The final decision and formal action will be filed in the contract folder for future use in determining Awarded Vendor(s) responsibility in future award recommendations.

2.29 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from work scope 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 complying with the highest standards of the industry shall be used. All interpretations of this specification shall be made upon the basis of this agreement.

Appendix B – Technical Specifications

3.0 ON-SITE DOCUMENTATION

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

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

3.1 MAINTENANCE CONTROL PROGRAM (MCP)

A written Maintenance Control Program (MCP) shall be prepared by the Awarded Vendor(s) as a guideline to maintain equipment in compliance with Section 8.6 of the ASME A17.1 Safety Code for Elevator and Escalators (the Code). The MCP as written in ASME 8.6.1.2.1, shall specify examinations, tests, cleaning, lubrication, and adjustments to applicable components at regular intervals” and shall comply with the following, in accordance with ASME A17.1:

- A. A Maintenance Control Program for each unit shall be provided by the person(s) and/or firm maintaining the equipment and shall be viewable on-site by elevator personnel at all times from time of acceptance inspection and test or from the time of equipment installation or alteration.
- B. The MCP shall include, but not be limited to, the Code required maintenance tasks, maintenance procedures, an examination and tests listed with the associated requirement. Where maintenance tasks, maintenance procedures, or examinations or tests have been revised in ASME 8.6, the MCP shall be updated
- C. The MCP shall reference On-Site Equipment Documentation and On-Site Maintenance Records that record the completion of all associated maintenance tasks specified in ASME 8.6.1.4.1(a).
- D. Where the MCP is maintained remotely from the machine room, machinery space, control room, or control space, instructions for on-site locating or viewing the MCP in hard copy and when directed by the County, in electronic

format, shall be posted on the controller or by any means necessary for testing. The instructions shall be permanently legible with characters a minimum of 3mm (0.125 in.) in height. This is requirement is strictly extrapolated from the Code.

- E. The specified scheduled maintenance intervals shall be based on the following:
 - 1. "Equipment age, condition, and accumulated wear"
 - 2. "Design and inherent quality of the equipment"
 - 3. "Usage"
 - 4. "Environmental conditions"
 - 5. "Improved technology"
 - 6. "The manufacturer's recommendations and original"
 - 7. "Equipment certification for any SIL rated devices or circuits"
 - 8. "The manufacturer's recommendations based on any ASME A17.7/CSA B44.7 approved components or functions"
- F. Procedures for tests; periodic inspections; maintenance; replacements; adjustments; and repairs for tractionloss detection means, broken-suspension-member detection means, residual-strength detection means, and related circuits shall be incorporated into and made part of the Maintenance Control Program.
- G. The MCP shall be pre-approved by the ISD Office of Elevator Safety's Elevator Contracts Administrator (Elevator Contracts Administrator).

3.2 MAINTENANCE SERVICE (GENERAL STANDARDS)

- A. The Awarded Vendor(s) 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 Awarded Vendor(s) 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. Awarded Vendor(s) shall also maintain all the requirements of American with Disabilities Act pertaining to elevators and other contracted equipment. In order to conduct routine annual code compliance inspections by the authority having jurisdiction, necessary manpower shall be provided when requested.
- C. The Awarded Vendor(s) 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 Awarded Vendor(s) shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.
- A. The Awarded Vendor(s) 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.
- B. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to:

worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed/overspeed switches, direction switches, revolution counters, car top lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, comb plates, etc.

- C. 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.
- D. Awarded Vendor(s) 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.
- E. At least once per year or more, as required to prevent the build-up of lint and dirt, the Awarded Vendor(s) 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.
- F. Suspension means shall be replaced as required to maintain an adequate factor of safety, in accordance with the Elevator Safety Code. The Awarded Vendor(s) 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 manufacturer's and safety code requirements. Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Awarded Vendor(s) 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.
- G. At a frequency specified in the MCP, the Awarded Vendor(s) 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 Awarded Vendor(s) shall conduct monthly tests of elevator firefighter service Phase I and II, if so equipped. Maintain log of tests and results as specified in this agreement and as required by State Law.

- H. 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.
- I. Awarded Vendor(s) 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.
- J. Contactor 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 Awarded Vendor(s) shall also tighten bolts to maintain secure fastening of the handrails of elevator cabs, in accordance with the MCP.
- K. The Awarded Vendor(s) 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.

- L. The Awarded Vendor(s) 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. Awarded Vendor(s) not adhering to the above specifications will be considered in default of the contract.
- M. In the event that job conditions require variations or adjustments to the wiring diagram, the Awarded Vendor(s) 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 Awarded Vendor(s) 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.

- N. For Hydraulic Elevators, in addition to the foregoing, the Awarded Vendor(s) 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.
- O. The Awarded Vendor(s) 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.
- P. 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.

3.3 ADDITIONAL WORK NOT SPECIFIED

The County will pay the Awarded Vendor(s) for all the current established purchase price for all material and cost of regular and overtime labor, per the rates specified on Attachment 1, as may be needed for items of work described below, except as otherwise noted. Such work shall only be performed when authorized by the County.

- A. Maintenance of: cabs, including wall panels, floor, finish of handrails: cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. Note. If repair, and/or replacement, and/or refinishing of any of the above items are necessitated due to the act or omission of the Awarded Vendor(s), such cost shall be borne by the Awarded Vendor(s), at no cost to the County. The Awarded Vendor(s) shall be obligated to advise the County as soon as practicable, of any condition which may adversely affect the above equipment, the correction of which is not within the Awarded Vendor(s)'s control.

- B. Repair or replacement which 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 Awarded Vendor(s)'s control; installation of new attachments or features on the elevator and/or escalator 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 Awarded Vendor(s) or not required by this contract.
- C. Parts and purchased goods used as a part of open order work (not including firm quotations) described in the above two paragraphs, shall be priced in accordance with the following:

Original equipment manufactured parts, or authorized replacements, shall be priced in accordance with the Awarded Vendor(s)'s OEM published catalog prices, less a percentage to be included on the bid proposal form.

Externally purchased products and subcontracted services, shall be priced at actual cost paid, plus a markup to be included on the bid proposal form.

3.4 MINIMUM MAINTENANCE

Awarded Vendor(s) shall prepare and use a checklist schedule of maintenance, periodic testing, cleandowns and other routine job functions required by the specifications for the elevators being maintained. This check schedule shall be pre-approved by the County and shall be in accordance with the manufacturer's recommendation.

The check chart schedule will not relieve the Awarded Vendor(s) of their responsibility, liability and obligation to provide the above named safety and permanence of the equipment in working and/or serviceable condition.

To establish a guideline, the following examination frequency and labor allowance shall be observed, as minimums required.

Hydraulic Elevators	2 Hour per Month
Geared Traction Elevators	2 Hours per Month
Gearless Traction Elevators	4 hours per Month

3.5 MEASUREMENT OF PERFORMANCE

- A. Reliability: Each individual elevator and escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:

1. 90% of full load capacity for peak periods for one (1) hour duration, twice daily.
2. Availability of not less than 98% for each escalator, and 99% for each elevator. (Availability is defined as the total period of normal operational time the elevator is available for use over a time period in (1) above.)

- B. Mean Time Between Failures (MTBF): Each escalator and elevator shall be maintained in a manner to achieve the highest mean time between failures possible, utilizing the most advanced maintenance method and equipment available.

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

3.6 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, Awarded Vendor(s) shall conduct semi-annual unit surveys of all Conveyance Equipment, one of which must be conducted by a vendor retained QEI familiar with the subject contract requirements and specifications, which surveys must identify any observed Code violations and contract deficiencies. The QEI-conducted survey must be conducted at the months of January and July of each year this contract is in effect.

3.7 AWARDED VENDOR'S PERSONNEL

- A. The Awarded Vendor(s) 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.
- B. The Awarded Vendor(s) 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.
- C. The Awarded Vendor(s) 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 Awarded Vendor(s) personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all applicable Awarded Vendor(s) personnel.
- D. The Awarded Vendor(s) 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 Awarded Vendor(s)'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.

3.8 RECORDS MANAGEMENT

The Awarded Vendor(s) 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 Awarded Vendor(s)'s reports via electronic media forms as long as the Awarded Vendor(s) provides the County the necessary software to read and copy such data.

A. Service Receipts

The Awarded Vendor(s) shall submit monthly (with their invoice) to the facility manager, a copy of the Technician's service receipt indicating the date, time and nature of service performed. 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. Awarded Vendor 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 Awarded Vendor(s) cannot get the signature of a responsible County employee for an emergency call response and/or repairs, Awarded Vendor(s) 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. Survey Reports

The Awarded Vendor(s) shall perform a complete survey of the equipment bi-annually (twice per year) to insure compliance with the contract and determine the condition of equipment. The Awarded Vendor(s) shall submit above bi-

annual supervisor's inspection report, to the Miami-Dade County Elevator Engineer and Project Manager, due at the completion of each month for those surveys completed in the prior month, during the contract year. The inspection/survey report must be performed and signed by the Awarded Vendor(s)'s maintenance supervisor. Forms may be obtained from GSA Facilities Management Division. If the Awarded Vendor(s) 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 Awarded Vendor(s) as a part of this contract, as determined by the contract administrator.

C. Monthly Logs

In addition to the security sign-in requirements, the Awarded Vendor(s) shall ensure that their employees are signing in and out using the Maintenance and Repair logs provided by the County when performing any service under this contract. The County will use such Maintenance and Repair Logs to verify the accuracy of the Awarded Vendor(s)'s invoicing. The Awarded Vendor(s) must ensure that their personnel are signing in and out of the applicable Maintenance and Repair logs to avoid any deductions in any amounts due to the Awarded Vendor(s).

The Awarded Vendor(s) shall provide the Project Manager 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 (ASME) A17.1 and addenda and A17.2.

D. Check Chart

The Awarded Vendor(s) 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.

E. Safety Test Reports

The Awarded Vendor(s) 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 Awarded Vendor(s) shall perform monthly tests of the 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.

F. 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 Awarded Vendor(s) 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.

G. Inspection/Audit

The County reserves the right to inspect any of the Awarded Vendor(s)'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.

3.9 TOOLS

Upon the request of the County, prior to the start of work, the Awarded Vendor(s) shall provide written evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. The Awarded Vendor(s) 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.

3.10 PARTS

- A. The Awarded Vendor(s) shall furnish and maintain at the location of the equipment, a parts list. The parts list shall include the description and quantity of parts, as a minimum inventory for replacement, the original manufacturer's recommended stock of parts. Parts must be listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Awarded Vendor(s) and located in the County's elevator machine room or other designated location. Awarded Vendor(s) 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 Awarded Vendor(s)'s compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the Awarded Vendor(s), and shall be removed from the site. The Office of Elevator Safety's designee shall have access to the Awarded Vendor(s)'s local facilities for purposes of verifying local inventory, at any time during normal working hours.
- B. It shall be the responsibility of the Awarded Vendor(s) 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. 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 Awarded Vendor(s) 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 Awarded Vendor(s), 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 Awarded Vendor(s) 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 Awarded Vendor(s), 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 Awarded Vendor(s) 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 Contactor does not have replacement in stock; The Awarded Vendor(s) 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 Awarded Vendor(s) shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

3.11 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.

3.12 JOBSITE

The Awarded Vendor(s) is responsible for parts, components and materials that are stored on the job site. The Awarded Vendor(s) shall take measures to secure their work site and protect the County's equipment and facility, in the area of their work, and their equipment stored at the facility, or remove the equipment, parts, components and materials not yet installed, upon the issuance of hurricanes or any other natural disasters for the location of the subject facility. The County shall not be liable for any damage done to equipment, parts, components and materials not yet installed.