MIAMI-DADE COUNTY

MIAMI-DADE COUNTY, FLORIDA

TITLE:
Elevator And Escalator Maintenance & Repair Services

CONTRACT No: SS1245-3/27

FOR INFORMATION CONTACT:
Namita Uppal at 305-375-1513, or at nuppal@miamidade.gov

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

Section

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3.0 Technical Specifications
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SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS
Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County’s Department of Procurement Management, Purchasing Division.
Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128, Phone 305-375-5773.

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification
It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a “Miami-Dade County Business Entity Registration Application”. Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration
To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM’s website at http://miamidade.gov and click on “Business” or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with the Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (e) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(e) and 2-11.1(b)1) through (d) and (9) of the County Code and County Ordinance No. 60-1 amending Section 2-11.1(c) of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.3 and 2-8.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1(b) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:
Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid for a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should contain a covering sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions.
or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders’ Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the forms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2.81.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder’s firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONDENT.

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is acceptable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked “Alternate Bid”.

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Please be advised that the County, in exercise of its discretion, may accept bids of or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration.
business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

F. Pursuant to County Code Section 2-8.1(g), the Bidder’s performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION
A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY
All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer’s standard warranty.

1.8. ESTIMATED QUANTITIES
Estimated quantities or dollars are for Bidder’s guidance only: (a) estimates are based on the County’s anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE
The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but be not be limited to the retention and expansion of employment opportunities and the support and increase in the County’s tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

   (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE (“full-time equivalent” employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County,

   (b) vendor contributes to the County’s tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County,

   (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2006. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST
A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<table>
<thead>
<tr>
<th>Award Amount</th>
<th>Filing Fee</th>
</tr>
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<tbody>
<tr>
<td>$25,000-$100,000</td>
<td>$500</td>
</tr>
<tr>
<td>$100,001-$500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>$500,001-$5 million</td>
<td>$3,000</td>
</tr>
<tr>
<td>Over $5 million</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to
the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

C. For award recommendations greater than $100,000 the following shall apply:

When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protestor shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

D. For award recommendations from $25,000 to $100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a $500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in the Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When subcontracting is allowed the Bidder shall comply with County Resolution No. 1614-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times his employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder 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 be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder 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.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract.

Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
1.25. ACCESS TO RECORDS
The County reserves the right to require the Contractor to submit to an
audit by Audit and Management Services or other auditor of the
County’s choosing at the Contractor’s expense. The Contractor shall
provide access to all of its records, which relate directly or indirectly to
this Agreement at its place of business during regular business hours.
The Contractor shall retain all records pertaining to this Agreement and
upon request make them available to the County for three years
following expiration of the Agreement. The Contractor agrees to
provide such assistance as may be necessary to facilitate the review or
audit by the County to ensure compliance with applicable accounting
and financial standards.

1.26. OFFICE OF THE INSPECTOR GENERAL
Miami-Dade County has established the Office of the Inspector General,
which is authorized and empowered to review past, present, and
proposed County and Public Health Trust programs, contracts,
transactions, accounts, records and programs. The Inspector General
(IG) has the power to subpoena witnesses, administer oaths, require the
production of records and monitor existing projects and programs. The
Inspector General may, on a random basis, perform audits on all County
contracts. The cost of random audits shall be incorporated into the
contract price of all contracts and shall be one quarter (1/4) of one (1)
percent of the contract price, except as otherwise provided in Section 2-
1076(c)(8) of the County Code.

1.27. PRE-AWARD INSPECTION
The County may conduct a pre-award inspection of the bidder’s site or
hold a pre-award qualification hearing to determine if the bidder is
capable of performing the requirements of this bid solicitation.

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of, or
in support of bid submittals, will be available for public inspection after
opening of bids in compliance with Chapter 119 of the Florida Statutes;
commonly known as the “Public Record Law.” The bidder shall not
submit any information in response to this invitation, which the bidder
considers to be a trade secret, proprietary or confidential. The
submission of any information to the County in connection with this
invitation shall be deemed conclusively to be a waiver of any trade
secret or other protection, which would otherwise be available to the
bidder. In the event that the bidder submits information to the County in
violation of this restriction, either inadvertently or intentionally, and
clearly identifies that information in the bid as protected or confidential,
the County shall endeavor to redact and return that information to the
bidder as quickly as possible, and if appropriate, evaluate the balance of
the bid. The redaction or return of information pursuant to this clause
may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)
Any person or entity that performs or assists Miami-Dade County with a
function or activity involving the use or disclosure of “individually
identifiable health information (IIHI) and/or Protected Health
Information (PHI)” shall comply with the Health Insurance Portability
and Accountability Act (HIPAA) of 1996 and the Miami-Dade County
Privacy Standards Administrative Order. HIPAA mandates for privacy,
security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the
contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted
disclosures;
3. Reporting to Miami-Dade County of any non-permitted use
or disclosure;
4. Assurances that any agents and subcontractors agree to the
same restrictions and conditions that apply to the

Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the
customer;
6. Making PHI available to the customer for review and
amendment; and incorporating any amendments requested by
the customer;
7. Making PHI available to Miami-Dade County for an
accounting of disclosures; and
8. Making internal practices, books and records related to PHI
available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method
of transmission (paper records, and/or electronic transfer of data). The
Bidder/Proposer must give its customers written notice of its privacy
information practices including specifically, a description of the types of
uses and disclosures that would be made with protected health
information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX
When proceeds from the Charter County Transit System Sales Surtax
levied pursuant to Section 29.121 of the Code of Miami-Dade County
are used to pay for all or some part of the cost of this contract, no award of
a Blanket Purchase Order (BPO) for Transit/Public Works as part of a
multi-department contract, nor an award of a contract solely for the use of
Transit/Public Works shall be effective and thereby give rise to a
contractual relationship with the County for Transit/Public Works
purchases unless and until both the following have occurred: 1) the
County Commission awards the contract, and such award becomes final
(either by expiration of 10 days after such award without veto by the
Mayor, or by Commission override of a veto); and, 2) either, 1) the
Citizens’ Independent Transportation Trust (CITT) has approved
inclusion of Transit/Public Works in this contract, or, ii) in response to
the CITT’s disapproval, the County Commission reaffirms Transit/Public
Work’s inclusion in the contract by two-thirds (2/3) vote of the
Commission’s membership and such reaffirmation becomes final.

1.31. LOBBYIST CONTINGENCY FEES
A. In accordance with Section 2-11.1 (e) of the Code of Miami-Dade
County, after May 16, 2003, no person may, in whole or in part, pay,
give or agree to pay or give a contingency fee to another person. No
person may, in whole or in part, receive or agree to receive a
contingency fee.
B. A contingency fee is a fee, bonus, commission or non-monetary
benefit as compensation which is dependant on or in any way contingent
upon the passage, defeat, or modification of: 1) any ordinance,
resolution, action or decision of the County Commission, 2) any action,
decision or recommendation of the County Manager or any County
board or committee; or 3) any action, decision or recommendation of
any County personnel during the time period of the entire decision-
making process regarding such action, decision or recommendation
which forswaily will be heard or reviewed by the County Commission
or a County board or committee.

1.32. COMMISSION AUDITOR – ACCESS TO RECORDS
Pursuant to Ordinance No. 03-2, all vendors receiving an award of the
contract resulting from this solicitation will grant access to the
Commission Auditor to all financial and performance related records,
property, and equipment purchased in whole or in part with government
funds.

- IV -

Revised 7/19/06
SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE: TO PURCHASE SERVICES

The purpose of this Invitation to Submit Price Proposal is to purchase Elevator and Escalator Equipment Maintenance Services, Repair and Modernization/upgrades as specified herein from an OEM source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT: FIVE (5) YEARS WITH PRICE ADJUSTMENTS

This contract will commence on the date as specified in the award sheet issued by the Department of Procurement Management and shall remain in effect for five (5) years, except as may be determined by exercising the option to renew, and or exercising the long-term option outlined in paragraphs 2.3 and 2.3a, respectively, and upon completion of the expressed and/or implied warranty period.

The prices for a one (1) year period from effective date shall be fixed. After this initial one (1) year period, Miami-Dade County shall have the option to adjust prices annually on a year-to-year basis based on the following:

Labor Component of the Contract Price based on the current Labor Rate published by the Elevator Contractors of America, Inc. (E.C.A.) for International Union of Elevator Constructors, Local #71, Miami, Florida.

Materials Component of the Contract Price is based on the Producer Price Index, Commodity Code #10; Metals and Metal Products.

2.3 OPTION TO RENEW FOR THREE (3) ADDITIONAL FIVE (5) YEAR PERIODS
(With Annual Price Adjustments)

At the anniversary of each five (5) year period, the County reserves the option of renewing for three (3) additional five (5) year periods, not to exceed a total of 20 years, with price adjustments on a year-to-year basis as specified. Miami-Dade County will consider annual adjustments to price based on:


2. Materials Components of the Contract Price is based on the Producer Price Index, Commodity Code #10; Metals and Metal Products.

The County reserves the right to reject any price adjustments submitted by the contractor and/or to terminate the contract with the contractor based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the contractor. This prerogative may be exercised only when such continuation is
clearly in the best interest of the County.
In the event that the contractor declines the County's right to exercise the option period, the County will consider the contractor in default and affect its eligibility for future contracts.

The County, at its sole discretion, may consider adjustments to the Material and Labor Components for each year of the option periods based on whichever is less: (i) the percent change of the rate used in paragraphs “1” and "2" above, at the time the County considers price adjustments, or (ii) the combined components (Materials and Labor) net change of not greater than six percent (6%) after the first year, and for each subsequent year.

The County reserves the right to add/delete any group, department, facility, location, or elevator from the contract, at any time during the term of this contract and any options-to-renew period, or extension periods.

2.3a LONG TERM CONTRACT DISCOUNT OPTION

Miami-Dade County may entertain the option of a long-term contract, with discounts for the longer term offered by the contractor, as indicated on the proposal form. The term selected by the County and approved by the Board of County Commissioners, will be stipulated in the Notice of Award Letter, which is distributed, by the County’s Department of Procurement Management. The maximum term shall not exceed 20 years. The County reserves the right to terminate the contract, prior to the full maturity date, within the normal terms and conditions of this agreement, as outlined in other parts of the specifications, with the provision that the County will refund to the vendor the discounted amounts taken, except in the event of termination of the contract for cause. In the case of milestones achieved (5, 10, 15 years), the County will refund to the contractor the unearned portion of the discount offered, except if terminated for cause.

As an example, the milestones are in five year increments; if the contractor quotes a 10% discount for five years, 12% for 10 years, 14% for 15 years and 18% for 20 years, and the County chooses to retire the contract early after 16 years, and the County has taken the full 20 year discount with each payment, then the County under this clause would be obligated to pay the 4% differential (18% minus 14%) back to the contractor, for each of the sixteen years. (Not applicable if canceled for cause, such as non-performance.)

2.4 PRICES SHALL BE FIXED AND FIRM FOR THE INITIAL ONE (1) YEAR

The prices shall remain fixed and firm during the first year the contract and following each annual price adjustment described in paragraph 2.3.
2.5 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its proposal it is advisable that the contractor visit the site 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. The contractor is also advised to examine carefully the drawings and specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment and for any additional information required regarding the specifications and requirements contact the County’s Project Manager, Michael Chavez at 305/375-3912 for appointment.

2.6 INDEMNIFICATION AND INSURANCE (12) - ELEVATORS

Provider 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 Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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 vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, 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 vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis, including contractual liability, products and completed operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. 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.

Under no circumstances are these contractors permitted on the A.O.A. side without increasing automobile coverage to $5,000,000.

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 “B” as to management, and no less than “Class V” as to financial strength, by the latest edition of 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 Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

NOTE: DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

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

MODIFICATION OR WAIVER OF ANY OF THE AFOREMENTIONED REQUIREMENTS IS SUBJECT TO APPROVAL OF RISK MANAGEMENT DIVISION, GSA.

Department of Procurement Management
Purchasing Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

Revised 2/03
2.7 **CERTIFICATE OF COMPETENCY:**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), the contractor shall, hold a valid Certificate of Competency for Elevator Maintenance Services work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this document and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the proposal.

2.8 **METHOD OF PAYMENT: MONTHLY INVOICES FOR MAINTENANCE AND ITEMIZED INVOICES FOR EMERGENCY AND ADDITIONAL WORK**

The contractor 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 department(s) that requested the service through a purchase order. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month. In addition, the contractor shall submit a separate invoice to the County department that has requested emergency or additional service not specified in the contract. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency or additional service. The invoice for emergency or additional service shall itemize all costs of labor (hours worked and labor rate) 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. The County may levy a 10% surcharge of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice.

**METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETE FOR MODERNIZATION/UPGRADE WORK:**

For modernization/upgrade work as may be requested from time to time under this contract, the County shall provide partial payments for work completed by the contractor during various phases of the work assignment. The contractor shall provide fully documented invoices which indicate the appropriate purchase order number, the service location(s) and the time and materials provided to the County using department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment.

The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

* 30% delivery of equipment to job site.
* 30% when half (1/2) of work is completed.
* 30% when work is completed.
* 10% retainage held for sixty (60) days following completion of work.

The County will issue addendums to the contract to incorporate any modernization/upgrade work. The contractor shall commence work upon issuance of Notice-To-Proceed by the County.

**COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED (FOR MODERNIZATION ONLY):**

The contractor shall state the number of calendar days required to complete the modernization/upgrade work. The contractor shall complete the work in the number of days specified in the Notice-To-Proceed issued by the County.

All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the contractor; except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the County of the delays in advance of the original completion date so that a revised completion date can be negotiated.

Should the contractor fails to complete the work within the number of days as stated in the Notice-To-Proceed, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the contractor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County may reimburse the contractor for work which was completed and found acceptable to the County in accordance with the specifications. In addition, the County may, at its option, request payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original proposal price which were incurred by the County as a result of having to secure the services of another vendor. If the contractor fails to honor this invoice or credit memo, the County may suspend the contractor from submitting proposals on County contracts for a minimum period of six (6) months.

2.9 **SHIPPING TERMS: F.O.B. DESTINATION**

The contractor shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, the County’s Project Manager or designee (Representative at the various Department’s).

2.10 **DELIVERY LOCATIONS AND HOURS SPECIFIED**

The contractor shall deliver items to all County facilities during the prescribed hours: 8:00 AM to 5:00 PM. Monday through Friday, excluding holidays, unless allowed by the County’s Project Manager or designee.
2.11 **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 by the County for each order; 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.

2.12 **WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE**

A. **Type of Warranty Coverage Required (applies to modernization only)**

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 five (5) calendar days after the County notifies the contractor of such deficiency in writing or verbally (followed by written notification). 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.

**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, at no cost to the County, within five (5) 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.
2.13 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this contract, Contact: Namita Uppal at (305) 375-1513 or nuppal@miamidade.gov

2.14 COUNTY USER ACCESS PROGRAM (UAP) (NOT APPLICABLE TO AVIATION AND TRANSIT DEPARTMENTS)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

Joint Purchase

Only those entities that have been approved by the County for participation in the County’s Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract.

2.15 ACCEPTANCE OF PRODUCT BY THE COUNTY:

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.

2.16 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 Occupational Safety and Health Administration (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 same. Barricades shall be provided by the contractor when work is performed in areas traversed by people, or when deemed necessary by the County’s Project Manager.

Note: Any Violation of required safety standards including failure to barricade may result in the following sanctions imposed by the County’s Project Manager:

1st. Offense: Warning to contractor and removal of responsible employee from County contract.

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

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

2.17 ACCIDENT PREVENTION AND REGULATIONS AT THE AVIATION DEPARTMENT

All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Contractor 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 contractor shall issue a written request for each of its employee.
A) MDAD IDENTIFICATION BADGES - AIRPORT OPERATIONS AREA SECURITY

1. No Contractor or its employees shall commence any work at MDAD without first obtaining a MDAD Authorized Identification Badge from Landside Operations.
2. All Supervisors or Foremen shall secure a Photo Identification Badge and all other workmen shall secure a Non-Photo Identification Badge.
3. A Supervisor or Foremen with a Photo-Identification shall be present on the job site at all times during the work, for modernization or new installations.
4. All badges shall be worn on outer garments above the waist so as to be clearly visible.
5. All badges shall be returned to Landside Operations upon completion of the project.

B) Airside Operations Area (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 provided by MDAD Operations Division. SIDA training is regularly provided by MDAD Landside Operations Division.

C) ESCORT 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 contractors 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.

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

D) CONTRACTOR RAMP PERMITS

1. No vehicle will be permitted entry to the A.O.A without a Ramp Permit obtained from the A.O.A Division.

2. The vehicle shall be clearly marked with the contractor name and logo.

3. The vehicle may only enter the A.O.A through designated Miami-Dade Aviation Department (MDAD) Guard Gates.

4. 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 MDAD Airside Operations Division upon request.

5. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate; such vehicles shall not be permitted to operate within the AOA without MDAD Escort to be provided by MDAD's Operations Division. To obtain an Escort, the Contractor shall notify DCAD Airside Operations Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the A.O.A. All vehicles shall be marked with the contractor name to ensure positive identification while on the A.O.A.

A.O.A - Right of Search

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 A.O.A of the Airport.

The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to search when attempting to enter, leave or be on the A.O.A. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the A.O.A as part of his regular duties, to enter the A.O.A, 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 work on this contract.

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 A.O.A, 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 A.O.A 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 A.O.A shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the A.O.A and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities. The Aviation Department and the U.S. Department of Homeland Security reserve the right to alter, or change these requirements at any time.

2.18 BACKGROUND CHECK:

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. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention 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.

2.19 ACCIDENT PREVENTION AND REGULATIONS AT THE SEAPORT DEPARTMENT

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 work day 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.

2.20 FACILITIES/DEPARTMENTS/GROUPS/LOCATIONS OR ELEVATORS MAY BE ADDED/DELETED:

Although this contract identifies specific facilities to be serviced, it is hereby agreed and understood that additional facilities, departments, groups or locations may be added to this contract at the option of the County. The contractor will be invited to submit price for these new facilities. The County may negotiate the price for these additions. If the agreed prices are comparable with prices offered for similar services, the County will issue an addendum to the contract. The County may obtain prices for the additional facilities from other contractors.

Similarly, the County reserves the right to delete any facility, department, group/escalator, elevator at any time during the term of the contract or any extension/renewed periods.

2.21 MODERNIZATION/UPGRADE WORK:

The County will provide drawings & specifications for modernization/upgrade work. The contractor shall submit a detailed proposal & follow all the requirements as specified in this contract and specifications for modernization/upgrade work. The County reserves the right to negotiate the proposal submitted by the contractor. Upon completion of the negotiations, the County will issue addendums to the contract to incorporate any modernization/upgrade work. The contractor shall commence upon issuance of a notice to proceed by the County.

The County reserves the right to solicit competitively for modernization/upgrade work.

2.22 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 County’s Project Manager or designee.

2.23 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL DOLLARS

Since some of the goods, services, and/or equipment that will be acquired under this contract may be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 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 contract by reference.
2.24 **COMPLIANCE WITH FEDERAL STANDARDS:**

All items to be purchased under this contract 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).

2.25 **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:**

In the event of conflict with the Contract Documents, the items stated in the following paragraphs shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawings and specifications to be provided by the County at a later date for modernization/upgrade work and shall be accepted and used as a whole and not separately. Should any item be omitted from any drawings, or vice-versa, it shall be executed the same as shown and contained in both at no extra cost to the County. Should anything be omitted from the drawings and specification necessary for the proper construction of the work, or should any error or disagreement between the specifications and drawing exist or appear to exist, the contractor shall not avail himself of such manifestly unintentional error or omission, but must have same explained or adjusted by the County’s Project Manager or designee before proceeding with the work in question.

2.26 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR:**

*(Applies to Modernization Work Only)*

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 Manager or designee. 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.
2.27 **DELETION OF FACILITIES/DEPARTMENT/LOCATIONS/GROUPS/ELEVATORS**

The County reserves the right to delete any facility/location/group/department or elevator from the contract at any time during the term of this contract and any extension or renewal periods. The County will give fourteen (14) calendar days written notice to the contractor.

2.28 **EMERGENCY SERVICE:**

The contractor shall provide 24 hours, 7 days a week Emergency Service to the County under this contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), on-site response time shall be within one (1) hour after notification by the County. During other than regular working hours, on-site response time shall be within two (2) hours after notification by the County.

2.29 **EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE:** *(Applies only to modernization work)*

The equipment being offered by the contractor shall be the most recent model available. Any optional components which are required in accordance with the specifications shall be considered standard equipment for purposes of this contract. 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 OSHA, 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 the American Society of Mechanical Engineers (A.S.M.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.

2.30 **FURNISH AND INSTALL REQUIREMENTS:**

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

2.31 **FURNISH AND SET IN PLACE REQUIREMENTS**

The contractor shall be required to furnish the materials or products identified in the 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.
2.32 **HOURLY RATE:**

The hourly rate quoted shall include full compensation for labor, hand held equipment use, travel time, and any other cost to the contractor. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The contractor shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

2.33 **INFORMATION SHEETS SHOULD BE SUBMITTED FOR EACH ITEM PROPOSED (FOR MODERNIZATION ONLY):**

The Proposal should be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) for each item proposed by the contractor. Decision of the County as to quality of the product based on submission of the information sheets shall be final.

2.34 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise provided in Section 3 of this contract 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.

2.35 **LICENSES FOR TRADES:**

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

2.36 **LICENSES, PERMITS AND FEES:**

The contractor shall obtain and pay for all licenses, permits and associated inspection fees required for modernization or major repair work which may be included in this contract; 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.
2.37 **LIMITED CONTRACT EXTENSION**

Any specific work assignment which commences prior to the termination date of this contract and which will extend beyond the termination date shall, unless terminated by the County, continue until completion at the same prices, terms and conditions as set forth herein.

2.38 **LOCAL OFFICE SHALL BE AVAILABLE**

The contractor shall maintain an office within the geographic boundaries of Miami Dade or Broward Counties, Florida. This office shall be staffed by a competent contractor representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

2.39 **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the contractor in conjunction with this contract 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 contractor 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 at the contractor’s expense or (2) require the contractor to replace the materials at the contractor’s expense.

2.40 **MINIMUM WAGES BASED ON FEDERAL LAW**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the contractors for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work in Miami-Dade County Florida, as established by the Federal Government, and enforced by the U.S. Department of Labor, Wages, and Hours Division.

2.41 **MANUFACTURER'S CATALOGUES BROCHURES (FOR MODERNIZATION ONLY)**

The product(s) requested for modernization work 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, and brochures. Where standard product literature is submitted with the proposal and offers information that does not comply with the specifications the contractor must state on their company stationary the differences between their specifications. Modernization Proposals submitted indicating standard product literature without the letter explaining compliance will result in the proposal being rejected for not meeting the specifications.
2.42 **PATENTS AND ROYALTIES:**

The contractor, 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 contractor. The County 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 the contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the County 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 contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.43 **PRE-CONSTRUCTION CONFERENCE: (FOR MODERNIZATION/UPGRADE ONLY)**

The contractor(s) shall be required to conduct a Pre-Construction Conference for at least four (4) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this contract. Any costs incurred by these County officials in conjunction with the pre-construction conference shall be borne by the County.

"Multiple members of individual community councils may be present."

2.44 **PRE-PRODUCTION SAMPLES: (FOR MODERNIZATION/UPGRADE ONLY)**

The contractor shall furnish pre-production samples for approval by the County before notice to complete delivery is given. The pre-production sample shall be furnished within four (4) weeks after notification of acceptance by the County.

2.45 **PRODUCTION INSPECTION BY THE COUNTY: (FOR MODERNIZATION/UPGRADE 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 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 contract specifications or the contractor’s proposal.

2.46 **RELEASE OF CLAIM REQUIRED (FOR MODERNIZATION/UPGRADE ONLY)**

Pursuant to Florida Statute 255.05 and Miami-Dade County Code Section 10-35, all payments to the contractor's subcontractors shall be made within ten (10) days of receipt of the draw by the contractor. With the exception of the first draw, the contractor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the draw by the contractor for monies due it as a result of a percentage of the work completed. The contractor must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.47 **REPAIRS AND PARTS MANUALS TO BE PROVIDED: (FOR MODERNIZATION/UPGRADE ONLY)**

The contractor shall supply the County with a minimum of four (4) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing any equipment purchased by the County in conjunction with this contract. 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.

2.48 **SERVICE FACILITIES IN MIAMI DADE OR BROWARD COUNTY**

Contractor must have service facilities located in Miami-Dade or Broward County, Florida which can provide parts and repairs.
2.49 **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its Proposal, the contractor is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities, and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the County when making the award in the best interest of the County. If the contractor fails to identify any and all sub-contractors in the Proposal, the contractor may be allowed to submit this documentation to the County during the price evaluation period if such action is in the best interest of the County.

*Only subcontractors identified by the contractor are allowed.*

2.50 **SUPPLIERS OF MATERIALS/PRODUCTS SHALL BE IDENTIFIED**

If the contractor will be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this contract, the contractor shall be required to supply a copy of its contractual agreement with the supplier in its Price Proposal form. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the contractor fails to submit this information with the Price Proposal Form, the contractor may be allowed to submit this documentation to the County during the price evaluation period if such action is in the best interest of the County.

2.51 **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 shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department. This information should be provided at the time when the initial delivery is made, on a department by department basis. Additionally, the contractor may be requested to provide Material Safety Data Sheets to the Specification Specialist during the evaluation period.

Contractor 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

2.52 **WAREHOUSE FACILITIES SHALL BE IN MIAMI DADE OR BROWARD COUNTY**

Contractor must have at least one warehouse facility located in Miami Dade or Broward County, Florida.

The County reserves the right to perform an inspection of the warehouse facility during the price evaluation period and any time during the term of the contract and to use this inspection as a means for determining responsibility acceptance. The acceptable size, location, level of security, and functionality of the warehouse shall be determined by the County in consideration of the contract requirements in its best interest; and its decision shall be final. Contractor should contact the Florida Department of Labor and Employment Security at the address listed in Section 2, paragraph 2.51 for any related information packets:

2.53 **WORK ACCEPTANCE:**

All 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.

2.54 **WORK DAY DEFINED**

The work day shall start at 7 A.M. and end at 5 P.M. EST. The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the contractor and will not be reimbursed by the County.

2.55 **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.
2.56 MIAMI-DADE HOUSING AGENCY (MDHA) Section 3 of the Housing and Urban Development Act of 1968 Contracting Requirements (also refer to Appendix “B” pages 23 thru 31)

This contract is a Section 3 of the Housing and Urban Development Act of 1968 covered activity (Miami-Dade Housing Agency only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very low-income persons and to businesses that provide economic opportunities to those persons.

All contractors are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with the price proposal (see Appendix “B” and Attachment 1). An executed Plan document is the contractor’s certification that he or she will take the necessary marketing steps required, in connection with each MDHA project.

Additionally, all contractors (Section 3 and non-Section 3) are required to execute and submit Document 00400 – “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”. Questions regarding Section 3 contract requirements may be faxed to Margaret Hall or Kimberly Green, Office of Compliance, Miami-Dade Housing Agency at (305) 643-1733.
APPENDIX B

I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Contractor interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used only, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

The term “Section 3 business” is defined as follows:
Firms owned by Miami-Dade County (M-DC) residents who meet M-DC’s low income household limits (see “Miami-Dade 2002 Income Limits”, page 2), or whose firms include 30% of these persons as full-time employees.

The term “new hires” is defined as follows:
New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term “Section 3 Resident” is defined as follows:
A Section 3 Resident is an individual who lives in Miami-Dade County and (a) is a resident of public housing; or (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The current Miami-Dade Income Limits are as follows:

<table>
<thead>
<tr>
<th>MIAMI-DADE 2002 INCOME LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 PERSON</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>Very Low Income (50%)</strong></td>
</tr>
<tr>
<td><strong>Low-Income (80%)</strong></td>
</tr>
</tbody>
</table>
III. SECTION 3 CONTRACT PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Proposals are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the “X” factor, as defined below, the contract may be awarded to the lowest responsive, responsible contractor.

2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, “Section 3 Business Priority Rankings”, no. 6., page 2, if that bid:

   is within the maximum total contract price established in MDHA’s budget, and is not more than “X” higher than the total price of the lowest responsive bid from any responsible contractor. ”X” is determined as follows:

<table>
<thead>
<tr>
<th>Bid Amount</th>
<th>X = Lesser of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>When the lowest responsive bid is less than $100,000</td>
<td>10% of that bid, or $9,000</td>
</tr>
<tr>
<td>When the lowest responsive bid is:</td>
<td></td>
</tr>
<tr>
<td>At least $100,000, but less than $200,000</td>
<td>9% of that bid, or $16,000</td>
</tr>
<tr>
<td>At least $200,000, but less than $300,000</td>
<td>8% of that bid, or $21,000</td>
</tr>
<tr>
<td>At least $300,000, but less than $400,000</td>
<td>7% of that bid, or $24,000</td>
</tr>
<tr>
<td>At least $400,000, but less than $500,000</td>
<td>6% of that bid, or $25,000</td>
</tr>
<tr>
<td>At least $500,000, but less than $1 million</td>
<td>5% of that bid, or $40,000</td>
</tr>
<tr>
<td>At least $1 million, but less than $2 million</td>
<td>4% of that bid, or $60,000</td>
</tr>
<tr>
<td>At least $2 million, but less than $4 million</td>
<td>3% of that bid, or $80,000</td>
</tr>
<tr>
<td>At least $4 million, but less than $7 million</td>
<td>2% of that bid, or $105,000</td>
</tr>
<tr>
<td>$7 million or more</td>
<td>1 and 1/2 % of that bid, with no dollar limit</td>
</tr>
</tbody>
</table>

3. For information on how to become a MDHA-certified Section 3 business, fax, MDHA Office of Compliance, at (305) 643-1773.

4. In order for contractor to qualify for a Section 3 contracting preference, contractor must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit Document 00200-B, “Section 3 Business Preference Claim” (Attachment 4) with bid quote.

5. Section 3 businesses are required to comply with procedures listed under Section IV, “Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)”, page 3, and Section VI “Section 3 Required Contractor and Subcontractor Post-Award Procedures (MDHA Projects Only)”, pages 3 and 4.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS**: (The highest priority ranking (PR) is #1.)

**PR#1**: 51% or more owned by MDHA public housing residents, or who’s full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);  

**PR#2**: Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);  

**PR#3**: 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);  

**PR#4**: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very-low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4”, for current Miami-Dade low and very-low income limits); or  

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).  

IV. **SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)**

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

**All contractors are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with the bid (see Appendix “B”, and Attachment 1).** An executed Plan document is the contractor’s certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards.  

b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).
V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)
Contractors who wish to claim a Section 3 bid preference, are required to submit Document 00200, “Section 3 Business Preference Claim” (Attachment 2), with the bid (see Section II, Section 3 Bid Preference Terms and Requirements, page 2). Only contractors who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)
1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than \(30\% \text{ of the total number of new hires, but no less than one, whichever is greater,}\) within their labor force during the term of the contract, in the priority order indicated under Section VII, “Section 3 Resident Priority Order for Training and Employment Opportunities”, no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor’s Plan (see Document 00400, Attachment 1).
VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents (Category 1 residents);

2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 (Category 2 residents);

3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (Category 3 residents);

4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (Category 4 residents).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

IX. SECTION 3 CLAUSE

The Section 3 Clause (page 5), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions and the Clause and must be included in all subcontractor agreements.

**SECTION 3 CLAUSE**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d) The contractor agrees to include this Section 3 clause in every subcontract subject to 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.

e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor'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).
ATTACHMENT 1

DOCUMENT 00400

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name________________________________ Contact Name________________________________

The individual above, (consultant), is responsible for planning, implementing and tracking firm’s Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDHA) projects and must comply with United States Housing and Urban Development’s (USHUD) S-3 regulation at 24 CFR Part 135 (fax MDHA (305) 643-1773 to obtain a copy).

Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions (only if subcontracting is permitted) resulting from all MDHA Project Awards

1. Fax (305) 644-5113, MDHA Resident & Economic Development, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.

2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use Document 00404, “Section 3 Language for News Ads, Flyers and Job Notices” in all job notices & flyers.

3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.

4. Contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.

5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review Section 3 Clause).

6. Present Document 00401, “Section 3 Resident Preference Claim Form” to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.

7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete Document 00402, “Section 3 Resident or Employee Household Income Certification Form” (Public housing residents must receive the highest preference points during the interview/selection process.)

8. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDHA projects; (b) use Document 00403, “Training & Employment Outreach Documentation” form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDHA as requested.

9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDHA contractor only, and will be distributed at each pre-construction meeting (fax MDHA (305) 643-1773 to obtain copies).

Contractor’s Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements Applicable only on Projects which permit Subcontracting)

Consultant will follow Plan’s affirmative marketing steps for each MDHA award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide MDHA with a written explanation if the S-3 minimum subcontracting goal is not met.

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

DOCUMENT REQUIRED WITH PROPOSAL

Page 1 of 2
1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to MDHA Office of Compliance (Compliance) for S-3 business application assistance.

2. Fax (305)-643-1773, Compliance, for current MDHA S-3 business lists and solicit to firms on these lists.

3. Contact Department of Business Development (DBD), (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm’s own minority, and to women firms.

4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as “The Dodge Reports”, and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to MDHA project awards.

5. Fax, send or deliver “Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses” form, to all prospective subconsultant firms solicited for each MDHA award.

6. Allow each subconsultant a minimum of five business days to respond to consultant’s solicitation request. Include all “Letters of Intent” forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with “Certificate of Unavailability” form.

7. Use the “Outreach Documentation Form” to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.

8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant’s bid amount would make the project infeasible.

9. Submit the following evidence to MDHA when requested (described under nos. 3-8 above and under “Contractors Recruitment of S-3, Small, Minority and Women Businesses”, page one, para. one). Other post-award required submittals include Document 00430, “List of Subcontractors/Subconsultants”, and, from consultant and its subconsultants or subcontractors, Documents 00450, 00452 and 00453, “Estimated Workforce Breakdown”, “Employee List” and “Consultant/Subconsultant Certification”.

10. For each MDHA project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if contractor will be subcontracting (where subcontracting is permitted) (fax MDHA (305) 643-1773 to obtain copies).
ATTACHMENT 2
DOCUMENT 00200-B
SECTION 3 BUSINESS PREFERENCE CLAIM

OPTIONAL DOCUMENT (ONLY APPLICABLE TO CONTRACTORS PRE-CERTIFIED BY MDHA AS A SECTION 3 BUSINESS WHO ARE CLAIMING A PREFERENCE)

_____ (Initial) __________________ (Firm Name) was certified by MDHA as a Section 3 Business on ______ (Date). Said firm is claiming a preference for the contract, identified below.

_____ (Initial) Said firm certifies, below, with the firm president’s signature, that the full-time employee composition, and the ratio of Section 3 full-time employees to non-Section 3 employees continues to be at least 30% or higher.

_____ (Initial) Said firm has attached to this form a list of any new full-time or part time employees who were not employed by said firm when firm received its Section 3 Business Certification from MDHA.

_____ (Initial) Where applicable, said firm shall attach Forms C and D (from the Section 3 Business Application) or other applicable documentation to demonstrate whether any new employees who have been hired are Section 3 individuals.

CONTRACT NUMBER_____________CONTRACT NAME_______________________

FIRM NAME (Please print or type) ________________________________

PRESIDENT’S NAME (Please print or type) ____________________________

PRESIDENT’S SIGNATURE: ________________________________________

PHONE AND FAX NUMBERS: ______________________________________

DATE: __________________

DOCUMENT REQUIRED WITH ALL PROPOSALS WHEN S-3 CERTIFIED CONTRACTOR ELECTS TO CLAIM A S-3 BUSINESS PREFERENCE
3.1 **DEFINITIONS:**

1. **Contract Document** consists of the agreement (acceptance of the proposal and issuance of a Purchase Order duly processed by the Department of Procurement Management and approved by the Board of County Commissioners, Miami-Dade County, Florida), the instructions to contractors, the general and special conditions of the contract, the technical specifications, the drawings, all addenda issued prior to the execution of the contract, and all modifications thereto.

2. **Project Manager** is the duly authorized representative designated to manage the contract.

3. **Owner** is Miami Dade County, Florida.

4. **Contractor** is the person or organization identified as such in the agreement to perform the specified work.

5. **Contract Administrator** is the Elevator Engineer and is designated to coordinate and monitor efforts of the Contractor, and 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.

6. **Elevator Engineer** is the representative from the General Services Administration, 201 West Flagler Street, Miami, Florida 33130-1510, (305) 375-3912.

7. **Elevator Contract Specialist** is the field representative from the General Services Administration, 201 West Flagler Street, Miami, Florida 33130-1510, (305) 375-2374.

8. The term "Elevator Equipment" is 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, dumbwaiters, manlifts, conveyors, cranes, traveling sidewalks, people movers, merchandise movers, wheelchair lifts, etc.

9. **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 as identified in Section 4, Price Proposal Form.

10. **Call-Back Service** is any service call or emergency call other than regular preventive maintenance calls.

11. **Regular call-back** service consists of responding (within 1-hour) to requests from the County by telephone or other means during regular working hours of the elevator and/or escalator trade.
SECTION 3
TECHNICAL SPECIFICATIONS

12. **Overtime call-back** service consists of responding (within 2-hours) to requests from the County by telephone or other means during other than regular working hours.

13. **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.

14. **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.

15. **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.

3.2 **TECHNICAL INTENT**

It is the intent of the County to purchase services as specified herein from a source(s) of supply that will give prompt and professional service to achieve full designed life-cycle of the equipment covered by this contract. Any failure of the supplier/contractor to comply with these conditions may be cause for terminating the contract or imposition of a substantial liquidated damages penalty upon the contractor upon written notice by the County.

This work includes the furnishing of all materials, tools, equipment, labor, services, permits, and licenses necessary for the full maintenance and for the modernization of Elevators and/or Escalators herein specified, for Miami-Dade County.

A. The Contractor shall furnish full maintenance service, except where otherwise noted, for the described units of equipment in the County owned or leased buildings as named and/or located by address. See Section 4 Price Proposal Form for list of equipment to be maintained and for locations.

B. The purpose of this contract is to put into operation a continuing system of preventive maintenance to provide necessary, systematic, periodic service and maintenance for all of the elevator(s) and/or escalator equipment listed.

C. **EMERGENCY SERVICE:**

The contractor shall provide 24 hours, 7 days a week Emergency Service to the County under this contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), on-site response time shall be within one (1) hours after notification by the County. During other than regular working hours, on-site response time shall be within two (2) hours after notification by the County.
3.3 PRE-MAINTENANCE INSPECTION

As Miami-Dade County intends to supply this First Class Maintenance Service to the "Equipment to be Maintained" in order to maintain said equipment always in "as new a condition" as possible, the contractor shall include a proposal for the cost of repairs and/or upgrading that is required immediately to provide safe and proper operation of the equipment.

1. For this purpose the contractor shall make a field survey of the "Equipment to be Maintained" and produce with the Proposal an Itemized List and program of corrections and or repairs to bring the equipment to that safe and proper condition. The cost of these improvements will be submitted in a separate proposal with the price proposal form.

NOTE: This does not include the natural decay of material and equipment and acts of vandalism after the contract is awarded; but includes any act of vandalism and/or natural decay that is noted and/or observed at the time of the field survey for submitting a price proposal.

3.4 COMPETENCY OF CONTRACTOR

The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the contractor, if other than the original manufacturer, in order to qualify, in addition to the other requirements herein provided, shall prove prior to price submittal to the satisfaction of the Contract Administrator that the firm has actively and normally been engaged for at least the past five (5) years 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 those buildings having elevators doing continuous duty a minimum of ten hours a day and have four landings, or more. Failure of this equipment would jeopardize operations. In lieu of ten years, a minimum of five (5) years in business, the principals of the contractor must submit evidence, acceptable to the County Contract Administrator, of formerly having been key management personnel or principal of another firm, with ten (10) years experience in the industry. (Critical Equipment)

NOTE: Firms that have been in business for five (5) years may submit a proposal on buildings having three landings or less where failure of the equipment would not seriously jeopardize operations, (Non-Critical Equipment).

B. The contractor shall show 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. Contractor shall submit with their price a notarized statement attesting to the following: (See Form #2)

1. That the contractor has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five (5) years as qualified in the above section.
SECTION 3
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a. The names and address of the employees in the areas responsible for this contract, their functions in the company, title and number of years of service with the contractor and years of experience in the maintenance of Elevators and/or Escalators.

b. Each presently employed supervisor who will perform work under the contract shall have at the time of price submission a Certificate of Competency issued by Florida Department of Business Regulation, Division of Hotels and Restaurants, 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.

(For Critical Equipment only)

c. A minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, must be maintained as full-time employees of the company to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety. List Name & Address of individual.

d. The present address of the main operating facilities of this organization, location of the engineering department and if any, the location of the research and development department.

e. Location and address of the facility that will serve this contract. This facility shall be conveniently located for proper response time to equipment being served, in accordance with paragraph 2.28.

f. List source of major replacement parts such as (but not limited to) rotating elements, worms and gears commutator bars, field coils, 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 which are not.

2. That the contractor’s facilities are equipped with:

a. Machine shop facilities containing a minimum of two lathes, drill press, power hack saw, milling machine and a ten ton hydraulic press. One of the lathes shall be capable of handling stock 18" X 60".

b. Turning tools capable of turning any hoisting machine and motor generator commutator.

c. Machine tools capable of turning main motor drive sheaves grooves on the machine.
SECTION 3
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d. 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 above, the contractor may have replacement parts which would make these machines and tools unnecessary. List referenced of para. 3.4 B, 1(d) is required. A "Parts Lending" program with manufacturer(s) of Original Equipment will be satisfactory. See Section 3.0 paragraph 3.17, subparagraph C.

3. That the local facility, which must be conveniently located for rapid response time (See Definitions for Response Time) to the equipment being served, has or is equipped with spare parts as herein after specified in Section 3.17. "Parts".

4. If group supervisory control or solid state or microprocessor control systems are included in the equipment covered by this specification, contractor must have at least five (5) years experience with identical Control systems and must provide with its proposal 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 proposal. This requirement may be waived at the discretion of the County Elevator Engineer for original manufacturer(s) of said equipment.

5. That the contractor 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 identical to those in the specifications. (It is not necessary for all the required experience to have been acquired with the contractor. The mechanic shall possess a current Certificate of Competency as a Certified Elevator Technician, issued by the State of Florida, Department of Business and Professional regulation (DBPR). Helpers and apprentice mechanics may be used solely as an assistant and only under the direct supervision of a certified mechanic, except as may be authorized by the contract administrator.

6. Contractor's main operating facilities are to be equipped with 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 contractor 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 3.0 Para. 3.17.

7. Communication: Field crews must be equipped with a personal paging system, a two-way radio, or a cellular telephone for immediate contact and/or dispatch.
SECTION 3
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8. Modernization/Upgrade Experience: This work includes the modernization of equipment which was originally installed in 1959 by the Westinghouse Elevator Company. The technical significance of this project is such that the contractor shall demonstrate to the satisfaction of the County, that the contractor has sufficient engineering and technical experience with the modernization of this vintage and type of equipment.

a) List five (5) projects of a similar nature performed within the last ten (10) years.

b) List the names, addresses and phone numbers of the principals/owners of the above.

c) List the scope of work performed at each location.

d) List the original name, manufacturers of equipment and vintage of equipment at each location.

e) List whether the contractor maintains the equipment.

3.5 INITIAL PRICE QUOTATIONS AND ADJUSTMENT OF CONTRACT AMOUNT

The initial price quoted in the contract shall prevail (be maximum) for one year from effective date of contract, at which time Miami-Dade County reserves the right to consider the annual price adjustment due to increases or decreased in labor and material costs based on the following provisions.

The monthly contract amount of maintenance is broken down by two essential components, labor and material factor, both of which must, when added, equal the monthly amount. As an example, item XX is quoted at $50 per month and $600 per year. Under the labor component, $40 is used as the portion of the monthly amount attributable to labor. Under the material component, $10 is used as the portion of the monthly amount attributable to material. Since these components are essential to accurately determining future adjustment of the contract, spaces identified for labor and material components must be filled in properly with the initial price proposal. Any item not completed shall be a cause of rejection of that item, or group

A. Such adjustment to the Material Component of the contract price shall be increased or decreased by the percentage of change shown by the index of "Producer Price Index; Commodity Code #10; Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics per latest index.

B. Adjustment to the Labor Component of the contract price shall be increased or decreased by the percentage of change in the straight time hourly labor cost of the month within which falls the anniversary of the commencement of the service as compared with the straight-time hourly cost on the effective date of contract. Labor costs shall not exceed the actual straight hourly rate paid to mechanics and helpers.
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plus fringe benefits as published by the Elevator Contractors of America, Inc.(E.C.A.) for the International Union of Elevator Constructors Local #71, Miami, Florida.

C. The County, at its sole discretion, may consider adjustments to the Material and Labor Components for each year of the option periods based on whichever is less: (i) the percent change of the rate used in paragraphs “A” and "B" above, at the time the County considers price adjustments, or (ii) the combined components (Materials and Labor) net change of not greater than six percent (6%) after the first year, and for each subsequent year.

D. Adjustments shall be submitted to Miami-Dade County, Department of Procurement Management.

E. It shall be the responsibility of the contractor to submit price adjustments no less than three (3) months prior to the anniversary of the contract to Miami-Dade County, Department of Procurement Management. No retroactive price increase will be allowed, in the case of late submittals.

3.6 PRICE PROPOSALS

All price proposals must be based on conditions at the site and these specifications. Base-price items are required and provided for in the Maintenance and Modernization/Upgrade Proposal Forms. Hourly cost for labor must be stated for regular and overtime rates to cover compensation for work not specified. All sections of the proposal forms must be completed.

3.7 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.

3.8 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
3.9 **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 Project Manager may impose deductions as liquidated damages for the contractor’s demonstrated non-performance. 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 deduction may be based upon the following schedule:

- **Late Response**: 10% Per Occurrence
- **No Response**: 25% Per Occurrence, Per day
- **Non Performance***: 20% Per Item, Per day
- **Shut Down due to Lack of Parts**: 100% Per Diem/Unit

**Note:**

Inasmuch as it is the desire of the County to avoid such deductions, and to encourage the contractor’s compliance with the contract, there will be a limit to the amount of times noncompliance with the contract will be tolerated. The Project Manager may double the amount of deduction after the third repeat offense thereafter within the same contract period.

* 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 per elevator and ten (10) hours for escalators, excluding response time, during a calendar year. Failure to take corrective actions on statutory inspection reports issued 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.

3.10 **SUBMITTALS**

The Contractor shall deliver to GSA, Facilities Management 15 days prior to commencement of the contract, except as otherwise specified, the following documents:

A. Sample Maintenance check list.

B. Schedule of maintenance for each type of equipment and the estimated hours per week, per unit for inspections and preventive maintenance to be performed.
SECTION 3
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C. Schedule of code required periodic tests for witness purposes. A schedule of major repairs and routine clean downs, this list is to be updated monthly.

SUBMITTALS FOR MODERNIZATION PHASE ONLY:

A. Samples of all materials for finished display in sizes of 12” X 12”

B. Shop drawings and layout drawings of equipment to be modernized/upgraded.

C. A straight line progress schedule for the modernization.

Upon completion of the modernization/upgrade, the contractor shall submit to the project manager, the following documents:

1. As-built straight line wiring diagrams for the entire elevator plant.

2. Maintenance and Operation Manuals to include sequence of operation of the new control and drive system.

3. Past manuals listing exploded view diagram components and part numbers.

4. Certificates of Completion from the authority having jurisdiction and copies of all permits displaying final approvals. Final releases of lien from all suppliers and subcontractors.

5. Certificate of Warranty for the entire system and related components.

NOTE: Wiring diagrams as may be required under Section 3.0 (Part 3.12, Paragraph N)
(See Specifications Instructions)

3.11 MINIMUM MAINTENANCE CHECK SCHEDULE

This check schedule shall be pre-approved by the Elevator Engineer and in accordance with the manufacturer's recommendation to serve the purpose of its intent (in the best interest of Miami-Dade County) to perform Full Preventive Maintenance to achieve the full designed life cycle of the equipment, and to secure the safety of the users of the equipment and of the people around it.

This pre-approved check schedule will not relieve the contractor of its responsibility, liability and obligation to provide the above named safety and permanence of the equipment in working and/or serviceable condition.
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This schedule shall be submitted with the proposal and may be in a Printed Card Form.

NOTE: TO ESTABLISH A GUIDELINE, THE FOLLOWING EXAMINATION FREQUENCY SHALL BE OBSERVED, AS MINIMUMS REQUIRED (OR MORE FREQUENTLY AS RECOMMENDED BY MANUFACTURER), EXCEPT AS OTHERWISE NOTED.

MINIMUM PREVENTIVE MAINTENANCE FREQUENCY

<table>
<thead>
<tr>
<th>TYPE EQUIPMENT</th>
<th>FACILITIES</th>
<th>EQUIPMENT</th>
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<tbody>
<tr>
<td>Hydraulic Elevators</td>
<td>Monthly</td>
<td>Weekly</td>
<td>BI-Weekly</td>
</tr>
<tr>
<td>Geared Traction Elevators</td>
<td>Bi-Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td>(Bi-weekly = Once per 2 Weeks)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gearless Traction Elevators</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td>Dumbwaiters</td>
<td>Monthly</td>
<td>Weekly</td>
<td>BI-Weekly</td>
</tr>
<tr>
<td>Escalators &amp; Moving Walks</td>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
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</tbody>
</table>

MIMIMUM MAINTENANCE AND REPAIR LABOR ALLOWANCE

<table>
<thead>
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<th>Maintenance</th>
<th>Repair</th>
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</thead>
<tbody>
<tr>
<td>Hydraulic Elevators</td>
<td>1 - man/hour per month</td>
<td>¾ - man-hour per month</td>
</tr>
<tr>
<td>Geared Traction Elevators</td>
<td>3 - man/hour per month</td>
<td>2 - man hour per month</td>
</tr>
<tr>
<td>Gearless Traction Elevators</td>
<td>4 - man-hour per month</td>
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</tr>
<tr>
<td>Escalators &amp; Moving Walks</td>
<td>4 - man hour per month</td>
<td>4 - man hour per month</td>
</tr>
</tbody>
</table>

SPECIAL ASSIGNMENT OF PERSONNEL

Aviation Department: Minimum of two full time mechanics/technicians and one apprentice/helper. See price for additional mechanics.

Miami-Dade Transit – Minimum of three full time PM technicians/mechanics and one full time PM apprentice /helper; and one full time repair technicians/mechanics and one full time apprentice /helpers. See price for additional mechanics and helpers.

*Note: as repairs are caught up, one team may be diverted to PM.

GSA- Stephen P. Clark Center – One full time PM technician/mechanic
3.12 MAINTENANCE SERVICE

A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with minimum maintenance pre-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 and replace same.

B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of the current American Standard Safety Code for Elevators and Escalators, A17.1, and ANSI/ASME, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME Standards and Inspector's manual shall be used as a guide to establish that equipment is operating safely.

C. The Contractor shall maintain the original efficiency, safety and rated speeds of the units 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 manufacturers specifications and/or by code requirements. Additionally the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

Sound and Vibration Levels

1. The operating elevator shall produce no noise louder than 55 decibels (DB) in public spaces adjacent to the elevator machinery or enclosure when measured three feet from the enclosure or elevator equipment. Steady state noise levels within the elevator car at every point five feet above the floor shall be not louder than 55 decibels (DB). Transient noises caused by elevator equipment operation, not including door operation, shall not be louder than 60 decibels (DB) in public spaces adjacent to the elevator enclosure or equipment when measured three feet from the source of that noise, using a fast meter response. The acoustic output level of the pumping unit shall not be louder than 86 decibels (DB), measured at the machine room door. The elevator door, when operating, shall produce noise not louder than 65 decibels (DB) when measured three feet from the elevator door and within the elevator car, using a fast response meter.

2. Escalators shall be maintained to operate at or below sixty-five (65) decibels (DB) sound level, measured five (5) feet above the escalator at any location, with the escalator operating normally, either free-running or under load. For multiple escalator installation, the noise measurements shall be made with only
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one (1) escalator unit in operation, but with the entire installation complete and in operating condition. An ambient level not to exceed forty-nine (49) decibels shall be maintained prior to units being turned on.

3. Vibration: Escalators shall be tested for vibration levels. A maximum velocity reading of four-tenths (0.4) of an inch per second shall not be exceeded. The metering device used to perform the test shall be a Bruel and Kjaer Model No. 2516 Integrating Vibration Meter or equal selected by Miami-Dade County. Readings shall be taken throughout the exposed travel of steps.

D. When and as conditions warrant: the contractor shall clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive bearings, tension sprockets and bearings, upper and Newell bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step upthrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, combfinger(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.

E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed overspeed switches, direction switches, revolution counters, lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, combplates, combfingers, etc.

F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
G. 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 fish plate bolts on critical elevators, re-alignment of guide rails if necessary.

H. To prevent build-up of lint and dirt, periodically (at least once per year): brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.

I. Renew wire ropes as often as deemed necessary to maintain an adequate factor of safety. Periodically the Contractor shall equalize the tension of all hoist ropes, and lubricate in accordance with wire rope manufacturer's recommendations.

**NOTE:** Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ANSI A17.1 and A17.2.

Periodically examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the current American Standard Safety Code for Elevators, Dumbwaiters and Escalators, to include five (5) year full load and full speed tests. A written report must be retained and a copy forwarded to elevator engineer following the test.

**NOTE:** The contractor shall notify the Elevator Engineer phone (305) 375-3912, a minimum of 48 hours in advance of regularly scheduled safety tests, including pressure tests and full load tests, of the time and place of the test. All periodic tests required by ASME A17.1 and State law, shall be witnessed by a Certified Elevator Inspector (County Inspector), which shall be coordinated by the contractor, at no cost to the County. The Elevator Engineer or designated representative may or may not be present during the test, at their discretion.

Cancellation of Scheduled Safety Tests

Annual and Five-year Safety Tests which are scheduled for a particular day and time are critical to both parties. Good business practices dictate that reasonable notice should be given to and by either party so that other scheduled work may not be negatively impacted and that either party may recover their schedule to minimize cost. Notice shall be given to either party by no later than 4:30 PM of the prior normal business day. Failure of the contractor to provide such notice to the Miami-Dade County Office of Elevator Safety (or Transit for Transit locations) as described above, shall result in a monetary penalty of $500.00 for each such incident, paid by the contractor to the Miami-Dade County Office of Elevator Safety in the form of
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check made payable to the Board of County Commissioners. Failure of the Miami-Dade County Office of Elevator Safety (or Transit for Transit locations) to provide such notice to the contractor as described above, shall result in a monetary penalty of $500.00 paid by the County using agency to the contractor in the form of the contractor invoicing the using agency for which the work is being performed, who will then be compensated as appropriate, by the Miami-Dade County Office of Elevator Safety through an internal transaction.

Conduct monthly tests of elevator portion of emergency power operation and firefighter service Phase I and Phase II if so equipped. Maintain code required log of tests and results as specified in Section 3, paragraph 3.14 C.

The torque required to rotate the input shaft (escalator stopped) of the modular escalator main drive unit shall be measured twice per year. The brake(s) shall be adjusted to maintain the torque tolerances within plus or minus 5% of the initial (new brake) reading recommended by the manufacturer. Torque reading on non-modular escalators shall be measured at least once per year.

K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, tracks, brackets, controller cabinets, duct, cartop, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, properly painted and presentable at all times. The motor windings and controller coils are to be periodically when treated with proper insulating compound. Remove and treat rust or corrosion found.

L. Maintain the signal system, devices and fixtures and fixture cover plate (and finish of). Signal equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers and gongs.

M. Maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, Lighting Fixtures (including ballast’s), illumination light bulbs and tubes in the cab, key switches, emergency car lights and batteries and hoist way door unlocking devices. The contractor shall also periodically tighten, as needed, the fastening of the handrails of elevator cabs.

N. The contractor shall furnish if not present, as-built wiring diagrams provided by the manufacturer. Two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible complete and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building then two (2) sets are to be furnished to each group with each set of diagrams properly showing the manufacturer's designations for each corresponding group. The vendor must show
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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 is for the machine room and shall be glued on "masonite" boards or equal of the same size as the diagram and attached (removable) to machine room wall. The remaining set is for the elevator engineer's files. Both sets are to submitted to elevator engineer for affixation of County stamp, prior to installation. If the contractor does not adhere to the above specifications it will be considered in default of the contract.

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

NOTE #1: These as-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

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

P. For Hydraulic Elevators, in addition to the foregoing, the contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris. Replace hoses, packing, seals, filters, etc., as often as necessary to minimize oil leakage and to maintain trouble free operation.

Q. Any improvements that are in progress, at the start of this contract shall be completed by the new contractor. The contractor shall make technical improvements required by the manufacturer as a part of this maintenance contract at no additional cost to the County. These technical improvements shall include but shall not be limited to, replacement of aluminum escalator track with steel track. Improvements in progress shall be identified in Price Proposal Form.

R. The elevator contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer manufactured by Delta Elevator Equipment Corp. Model #5049 or Digimetrix, Inc. or (EPTI) in order to be compatible with existing County owned software, 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, Dade County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data diskette and a
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full written report of actual conditions are to be submitted to the County’s Elevator Engineer, and/or Project Manager.

S. In the case of Critical Elevators, the contractor shall demonstrate by documentation to the Project Manager at the time of proposal that they maintain the most current technical information from the manufacturer, on the maintenance, repair, adjustments, and safe operation of the elevator outlined in the specifications. Such documentation shall be a written notarized agreement executed by duly authorized representative of the manufacturer and contractor that an exchange of information required has been and will be provided for the duration of the term of this contract.

T. Existing Warranty - Warranties in existence by the manufacturer for new equipment or modernized equipment beyond new installation or modernization maintenance shall be deducted from the cost of the maintenance of said equipment commensurate with the savings awarded to the contractor by the manufacturer for equipment under warranty. Units covered by this clause shall be identified in Section 4.0 of the Price Proposal and a line item shall be provided for contractor to reflect the deduction for a 12-month period.

U. Sump Pumps If so identified on the contract, the Contractor shall provide for the full maintenance of Sump Pumps located in pits only, of escalators and elevators to include periodic inspection, testing, maintenance, repair and replacement of all parts of the pump, power cord, float switches and exposed piping. The Contractor shall not be responsible for buried or underground piping, and shall not be responsible for clogged drains or remote pumping units.

3.12A MODERNIZATION/UPGRADE OF Westinghouse Elevators and Escalators at various County Facilities

The County may request modernization/upgrade of certain elevator and escalator equipment as may be required due to age and/or to meet current code requirements, and may include one or more of the following specified system(s), to be installed on the covered equipment upon request by the Project Manager. The Contractor shall be compensated for the additional work in conformance with prices established on the price proposal pages, for each component(s) or group of components as may be required, identified as such.

A. SIDE SKIRT BRUSH (Escalators)

The ASME A17.1-2000 code requires all escalators to be tested for conformance to performance requirements of side skirt friction coefficients. The contractor shall have made adjustments prior to testing to ensure the existing equipment conforms to the code required side skirt – step clearance for the year in which the equipment was installed or as otherwise now required by current code for existing equipment. If during testing, the index exceeds required thresholds, the contractor shall, at the direction of the Project Manager, make additional adjustments to the skirt panels as required by code and re-tested. If the re-test then fails, the
contractor may be directed by the Project Manager to install side skirt deflection devices or skirt brushes. Pricing for the side skirt deflection devices shall be established on the price proposal pages in the space provided. Furnish all necessary labor and material to provide and install new escalator safety strips on the side skirt of each side of the escalator, in conformance with the ASME A17.1-2000. The product shall be provided as a kit of parts for each specific escalator. Each kit shall contain sufficient materials to complete the entire installation, per escalator and protect both sides of one escalator.

Brushes shall be 3 meters long, chamfer trimmed and flagged in black nylon. End caps shall retain the brushes at both ends and provide smooth contour transition. Each brush shall contain a double row of bristles. Bristles shall be pitched downward to discourage the retention of liquids and other contaminants along the brush surface. Bristles shall be UV resistant for exterior applications. Bristles shall be flame retardant to meet or exceed the following test criteria: UL-94-V2 vertical burn, UL-94-HB horizontal burn.

Aluminum extrusions in 3-meter lengths shall house the brushes and provide a medium for attaching the brushes to the escalator skirt. They shall be drilled, countersunk, and be protected by an anodized finish. Fasteners shall be normally concealed from view when completed.

Four transition bends shall be provided (2 top, 2 bottom), consisting of extrusion and brush formed to match the radius of a specified model of escalator.

B. HANDRAIL SPEED SAFETY SWITCH (Escalators)

Handrail speed sensors/stopped handrail device shall be provided to ensure synchronous speed with step speed, located within the interior of the escalator unit. These sensors shall be optical and shall be positioned to sense how fast each of the handrails is traveling. In the case of a drive chain/belt breaking or handrail drive slippage, in order to protect the people on the escalator, and the handrail and drive, if the sensor notices an imbalance in the handrail speed, or a handrail speed greater than 20% or less than 50%, it will sound the alarm, wait for a predetermined (adjustable) interval, and then automatically stop the escalator in a smooth, controlled manner. A hard fault shall be generated to circuitry within the controller, and shall only be reset by authorized personnel.

C. HANDRAIL NEWEL INLET SWITCH (Escalators)

The newel base where the handrail enters the escalator shall be equipped with a handrail entry device that shall free objects that are in danger of becoming wedged between the handrail and the entry point. The device shall be equipped with a non-self-resting safety switch that when activated shall cause the escalator to come to a smooth stop.
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D. COMBPLATE IMPACT SWITCH (Escalators)

Combplate impact switches shall be installed to stop the escalator if a foreign object gets caught between the steps and the combplate on either end. The design shall employ suitable heavy-duty micro-switches specifically designed for said purpose, to conform with ASME A17.1-2000 and the current version of ASME A17.5. The device shall require manual rest if triggered.

E. UPPER BALUSTRADE STOP SWITCH (Escalators)

Re-locate emergency red stop button to the top portion of the handrail newel which shall be visibly located at the top and bottom landing on the right side facing the escalator. The operation of either of these buttons shall stop the escalator. The buttons shall be covered with a transparent cover that can be readily lifted or pushed aside. When the cover is moved, an audible warning signal shall be activated. The signal shall have a sound intensity of 80 dBA minimum at the button location. Size, location, notices and installation shall be in accordance with ANSI A17.1 Code requirements.

F. LEVEL STEP SWITCH (Escalators)

Step level devices shall be located at the top and bottom of the escalator. These devices shall detect downward displacement of 1/8 inch or greater at the riser end of the step. When detected the device shall cause the escalator to stop prior to the detected step entering the comb. The device shall be of the manual reset type.

G. MISSING STEP DEVICE (Escalators)

A missing step device shall be provided to detect a missing step and bring the escalator to a stop prior to the gap resulting from the missing step emerging from the comb.

H. STEPS WITH CLEATED RISERS (Escalators)

Rebuilt steps shall be provided, for the complete escalator, with cleated risers as required by ASME A17.1-2000. Step treads shall be provided with raised edges adjacent to each side skirt, and demarcation lines on each side and at front and back of each step tread. Rollers as may be required depending on each type of step, shall be new.

I. INFRARED DOOR EDGE DETECTOR (Elevators)

Door protection shall be an infrared curtain unit with an effective range of 16 ft. (5m), accommodating door heights up to 10 ft. (3m). Electrical connections between power supply and emitter/receiver shall be quick-connect and color
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coded. System shall include provisions for both side-open and center-open mounting in the same kit. LED circuitry shall include automatic sensitivity adjustment that increases power as required to cancel effects of dust and dirt. It shall extend LED life by reducing power to the LED’s whenever full power is not required. It shall also adjust the IR beams to prevailing light conditions in the protected zone. Power supply shall have a self-adjusting voltage range of 17-240 VAC/VDC. It shall be housed in an IP 54-rated water-resistant and dust-proof case. Power cable must be flexible enough to withstand up to 20 million door cycles. System shall be 100% sunlight resistant to more than 100,000 lux. Contacts and PCB terminals shall be gold plated to ensure reliable performance and uninterrupted protection of system. Universal Nudging shall be built in and available for installations requiring door nudging. The unit shall be CSA approved and ADA compliant. It shall ship in a single carton with all hardware for side- and center-open installations.

J. ADA COMPLIANT CAR OPERATING PANEL (ELEVATORS)

If requested, the contractor shall provide new A.D.A. compliant car operating panel(s) as required to replace existing, permitting the selection of desired floor, through the use of vandal resistant mechanical illuminated buttons, employing the use of low voltage light emitting diode (LED) type lamps. The fixture faceplates in the car and the auxiliary panel (if applicable), shall be of stainless steel. Buttons shall be of stainless steel, with engraved numbers adjacent to or part of the button. Fixtures shall be located at the required level to comply with the ADA, and shall include the intercom speaker/microphone or hands-free telephone built into the panel located above the buttons, activated by a separate button located in the area of the door buttons and emergency alarm button, on the car panel. The car panel box shall be protected as a dust-proof enclosure as required. Key switches shall be provided for car lights, fan, in-car inspection, independent service, fire service, etc.

K. ADA COMPLIANT HALL FIXTURES (Elevators)

New hall fixtures shall be provided, to select the desired direction of travel, through the use of vandal resistant mechanical illuminated buttons, employing the use of low voltage light emitting diode (LED) type buttons. The fixture faceplates at the main lobby, second floors and other floors shall be of stainless steel. Fixtures shall be located at the required level for to comply with the ADA.

L. ADA CAR FIXTURES AND SIGNALS (Elevators)

New car and hall fixtures shall be provided, as required to announce or indicate the direction of travel, through the use of vandal resistant illuminated jewels or arrows, employing the use of low voltage light emitting diode (LED) and/or other similar long life/low energy type lamps. The fixture faceplates at the main lobby and second floors shall be of sufficient size to accommodate all switches and indicating jewels for fire fighter service, emergency power, alternate landing
jewel, etc., all other floors shall be of standard size. Fixtures shall be located at the required level for to comply with the ADA.

M. CCTV COMPATIBLE INFRASTRUCTURE (Travel cable)

All traveling cable provided, shall include at least two coax conductors, or shielded conductors, or twisted pairs which are capable of transmitting a video signal without distortion or electrical interference form other elevator circuits, from the car to the machine room. As traveling cable is replaced under the contract, either due to normal wear and tear and/or water damage or modernization, the contractor shall ensure that this capability is maintained. Circuits shall be completed from a termination point at the top of the elevator car to a terminal strip located in the controller.

N. UNIVERSAL FIRE KEY

By adoption into Chapter 399 of the Florida Statutes, the Florida Legislature has required the owners of elevators serving buildings having six (6) landings or more to retrofit their elevators with a Universal Key, to recall elevators and control elevators on firefighter service. The type style, manufacture and key code for the Universal Fire Key has now been selected by the Florida Fire Marshal, as of September 2006. The contractor shall provide pricing in the spaces provided on the price proposal pages to provide and install the chosen key switch, on any elevator selected by the contract administrator or their designee, on a site by site or group of sites basis. The sites so designated will be selected in writing. The contractor, upon request, shall install the switch, including any modification to the car operating panel(s), or hall button stations as may be required to accommodate the new design switch. The pricing for installing the switch(es) is presumed to be only on units currently equipped with Fire Fighter Service, and is not intended to include the cost to retrofit or upgrade of fire fighter service on any elevator. Pricing does not include keys, which must be purchased separately by County agencies direct from the selected list of locksmiths.

O. REMOTE ELEVATOR MONITORING SERVICE

Equipment shall be provided to monitor the elevator system. Automatically, the system will remotely report elevator shutdown alarms and performance alerts to the elevator company’s monitoring center. This makes it possible to have a mechanic automatically dispatched in response to alarms and to have two-way voice communication with a trapped passenger. Operating performance data shall also be accumulated on a daily basis for subsequent reporting to and analysis by Miami-Dade County and the elevator contractor. The system shall allow on-line interrogation by a central monitoring computer to determines the current operating status of the elevator.

P. WIRING
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All car and hall wiring shall comply with governing codes. Serial link wiring shall be provided for car and hall button fixtures to allow digital communication between fixtures and controller. Double serial link wiring will be required between controllers. Discrete wiring shall not be permitted. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors. Traveling cables shall include coaxial cable to enable the future installation of video monitoring equipment. At least 20% spares (except coax) shall be provided.

Q. ENGINEERING DESIGN

All new material and equipment furnished shall be specifically designed to operate with the original Otis equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

R. SUPERSEDED MATERIAL

All material removed, or unused, not required in the modification will become the property of the elevator contractor and shall be removed from the premises at the conclusion of each stage.

S. PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

T. ADDITIONAL WORK

Additional work may be requested on an item by item or group basis, which will be requested and specified in writing. The contractor may be compensated as appropriate.

U. CODE


V. CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

W. WORKING HOURS

Work shall be completed during regular working hours with the following exception:
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Work requiring more than one car to be down in a given bank at the same time shall be completed during overtime hours in the evening or on weekends, as coordinated with Miami Dade County for their needs.

X. WORK BY OTHERS

Miami-Dade County will:

1. Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.

2. Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator.

3. Provide a reasonably safe and dry on-site storage area for elevator material. (See special note for Hurricane Season requirements)

4. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.

3.13 ADDITIONAL WORK NOT SPECIFIED

The County agrees to pay the Contractor at the current price for all materials and cost of regular and overtime labor as may be needed for items of work described below, except as otherwise noted. Such work shall only be performed when authorized by the Project Manager;

A. Maintenance of cabs, including wall panels, floor, lighting tubes and lamps, elevator 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 is necessitated due to the act or omission of the contractor, such cost shall be borne by the contractor, at no cost to the County. The contractor shall be obligated to advise the County as soon as practicable, of any condition which may adversely affect the above equipment, the correction of which is not within the contractor’s control.

B. Repair or replacement 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 Contractor’s control; installation of new attachments or features on the elevator and/or escalator equipment that are non-existent on the date
3.14 CONTRACTOR’S PERSONNEL

A. The contractor shall use trained personnel directly employed and supervised. The personnel shall have adequate experience and possess adequate skills in maintenance of elevator and/or escalator equipment similar to that in the County named buildings. All employees must possess a current employee photo identification card, issued by the contractor, with logo or name of the contractor, office address, and State Contractor license number of the contractor, physical description of employee, applicable State technical license number of employee, date of birth and position with the firm.

B. Regularly assigned maintenance mechanics shall have not less than three (3) years installation and maintenance experience as an elevator and/or escalator mechanic, and shall possess license or certificate as required in Section 3, paragraph 3.4 B (5).

C. All service mechanics shall be equipped with an individually signaled paging service receiver or two-way radio or cellular telephone while on duty. Each employee shall have and wear above the waist in open sight while on County premises, a photo identification card issued by the contractor complete with the name and license number of the contractor.

D. The contractor shall maintain and use a separate and exclusive repair crew trained in elevator and/or escalator repair. Repairs and hoist way escalator clean downs shall generally be performed by repair crews, not by maintenance mechanics. All repairs shall be scheduled through the Project Manager.

E. The contractor shall maintain and use a separate and exclusive periodic test crew(s) properly trained and equipped to perform elevator and/or escalator periodic tests, such as escalator brake torque, side skirt index, elevator annual and five year full load safety tests. Staffing of test crews shall be sufficient not to interrupt maintenance or testing at various other sites. Periodic tests shall generally be performed by test crews, not by maintenance mechanics. All periodic tests shall be scheduled through the Project Manager and shall be witnessed by a Florida Certified Elevator Inspector working for the Authority Having Jurisdiction.

F. The contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor's personnel shall possess keys (keyed alike) to the lock box to facilitate access to County equipment by all necessary personnel.

3.15 RECORDS MANAGEMENT
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The contractor shall submit certain documents within this paragraph in written format. In the interest of efficiency and to minimize paperwork, the County will accept the contractor reports on electronic media in the form of data diskette(s) providing that the contractor provides the County the necessary software to read and if necessary copy the data to paper, except as otherwise required herein or by code.

A. SERVICE RECEIPTS:

The contractor shall submit monthly (with their invoice) to the Project Manager, a copy of the mechanic'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. Firms using electronic media for company internal storage and transmittal of time, shall provide a hard copy of the time ticket to the Project Manager or designee at the completion of each day or service performed, as applicable. Means of delivery may be facsimile or by hand.

In the event the mechanic cannot get the signature of a responsible County employee to give credit for the extra time expended in an emergency call response and/or repairs, they will leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and so advise the project manager as soon as possible.

B. SURVEY REPORTS

The Contractor shall perform a complete survey of the equipment semi-annually (twice per year) to insure compliance with the contract and determine the condition of equipment.

The Contractor shall submit the mid-year semi-annual report within no later than sixty (60) days following the mid-year, and an annual supervisor's inspection report, to the County Elevator Engineer and Project Manager, at least two (2) months prior to the anniversary of the renewal and price adjustment of the contract. The mid-year survey and report may be performed by the route technician but must be reviewed and signed by the maintenance supervisor. The annual inspection shall be performed and signed by the contractor's maintenance supervisor. Forms may be obtained from GSA Facilities Management Division.

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

C. MONTHLY LOG

The Contractor shall provide the Project Manager with a monthly log of all hydraulic oil used, repairs, and minor adjustments made in addition to the preventive maintenance work. This log shall consist of the time the complaint was registered,
the nature of the complaint, the correction of the problem and the amount of time required to correct the problem. Accurately record all hydraulic oil used and the dates of use.

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

D. CHECK CHART

A maintenance check-chart is now required by ASME A17.1-2000. The contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent and all prior visits. Copies of check charts will be submitted to the Elevator Engineer on the anniversary of each contract year and at the time of conclusion of the contract. A copy shall be furnished to the County upon demand by the Elevator Engineer. A copy of this chart shall be displayed in the Elevator Machine room, or a specified location in the case of escalators, in accordance with ASME A17.1.

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. This does not relieve the contractor from maintaining code required documentation at the site.

E. SAFETY TEST REPORTS

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in the latest edition of ASME A17.1. Tests are to include all semi-annual, annual, and including five (5) year safety, governor and buffer tests as specified in Section 3, Paragraph 3.12J. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by current edition of ASME A17.1. In the case of five (5) year safety tests, a written report conforming to ASME A17.1 and A17.2 reflecting results of the test shall be submitted to the Elevator Engineer following the test for County records (see attached form). For other tests, the original reports shall be mailed to the authority having jurisdiction, as required by law, and a copy of a report for each test will be left in the elevator logbook referenced in Section 3, Paragraph 3.14C. Documentation required by ASME A17.1-2000 shall be provided in all cases, without exception.

F. WITNESSING OF TESTS

The ASME A17.1 and Florida Statutes Chapter 399 by adoption of A17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a “Qualified Elevator Inspector”. The contractor shall provide a schedule of tests to be performed, to the authority having jurisdiction, the Miami-
SECTION 3
TECHNICAL SPECIFICATIONS

Dade County General Services Administration – 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 Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Contract Administrator or authorized designee.

3.16 TOOLS

The maintenance contractor shall provide 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. (See Price Proposal Attachment Form #3) Contractor shall complete a list of the tools that they either on the service trucks or in their shop. Tools which they do not physically possess, must be reported where they are available for mechanic's use. See attached Price Proposal Attachment Form #3.

3.17 PARTS (SPARE)

A. The Contractor shall furnish and maintain in the building by description and quantity, as a minimum inventory of replacement parts, not less than the original manufacturer's recommended stock of parts listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-and/or Elevator Engineer and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the maintenance contractor, at which time same shall be removed from the site.

NOTE: The Project Manager or designated representative shall have access to the contractor's local facilities for purposes of verifying the local inventory, at any time during normal working hours.

B. It shall be the responsibility of the contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed.
NOTE: The County shall not be charged for replacement parts that are no longer production items or are otherwise deemed obsolete. If a component fails for which there is no available OEM replacement due to obsolescence, the contractor shall replace the entire component or assembly at its sole expense, including redesigned model assemblies. Total replacement may include, but not be limited to, hydraulic valves, controllers, door operators, generators, timers, motors, etc.

C. The contractor at the discretion of the County shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stator armatures and bearings. The contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph. In the case of Critical Elevators, the Contractor, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Maintenance Service Contractor and the Manufacturer (of the original elevator and/or escalator and/or its parts) 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. A copy of the agreement must accompany the price proposal. If the original manufacturer is no longer in business, a Parts Lending Plan will be required with the component manufacturers.

D. The equipment maintained under this contract is of the utmost importance to Miami-Dade County.

1. Facilities that are classified as "Critical" shall be restored to service in the shortest possible time. If a part or component fails for which the contractor does not have an on-hand (local-stock) replacement, the contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expedient method (air-express or similar) by no later than the following working day. If a component or part is identified as requiring replace prior to failure, the contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

2. Facilities that are classified as "Non-Critical" Shall be restored to service in the most reasonable possible time. Replacement parts or components needed that may not be in local stock may be shipped by the most reasonable means, (Time/value) in order to restore that elevator to service in a reasonable time. Major components identified as requiring replacement/repair prior to failure, must have an available shop to repair or replacement on-site, to restore the elevator in the most reasonable time.
NOTE: Some critical County facilities are provided with County-owned major component parts such as valves, motors, pumps, etc. for use only at these facilities for emergency replacement.

As these parts are used, the replaced component shall be rebuilt or otherwise replaced with identical replacement and re-stocked as soon as possible in the designated facility warehouse at the expense of contractor.

3.18 LUBRICANTS

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated. Oils and grease shall be of approved manufacture. 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.

3.19 WORKING HOURS

A. The mechanic shall report to the Project Manager or designee upon arrival and departure from the County facilities.

B. Perform all work covered in 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 in performing 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.

C. There are some facilities, such as the Miami International airport, where all scheduled shut-down maintenance and repair must be performed after normal working hours, during non-peak hours. These items will be identified on the price 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 hours shift, if still on overtime, shall be compensated to the contractor as described in paragraph "F", work during regular hours shall be absorbed by the contractor.

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. (Except where specifically excluded on the price proposal form)
SECTION 3
TECHNICAL SPECIFICATIONS

E. The contractor shall provide regular and overtime call back service when requested by the Project Manager or designee.

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. (Except where provided for on the price proposal form)

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 at the current established regular or overtime rate.

H. The established charge per hour for regular and overtime labor for mechanics and helpers shall be as stipulated by the Contractor in the space provided on the Proposal Form.

3.20 EQUIPMENT TO BE MAINTAINED

The elevator and/or equipment to be serviced under this maintenance contract are as indicated on Price Proposal Form.

3.21 MEASUREMENT OF PERFORMANCE

RELIABILITY

A. Each individual Elevator/Escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:

1. 7,600 operating hours per year.
2. 90% of full load capacity for peak periods of one (1) hour duration, twice daily.
3. 50% of full load capacity for peak periods of one (1) hour duration, twice daily.
4. Availability of not less than 98% for each escalator and 99% for each elevator.

AVAILABILITY

B. Availability: (A) is defined as the period of normal operational time the elevator is available for use.

\[ A = \frac{\text{MTBF (hours)}}{\text{MTBF (hours + MTTR (hours)}} \]
SECTION 3
TECHNICAL SPECIFICATIONS

1. Mean Time Between Failure (MTBF) is defined as:

\[
\text{MTBF} = \frac{T}{F} = \frac{\text{Actual Operating Time (hours)}}{\text{Number of failures in actual operating time}}
\]

2. Mean Time to Repair (MTTR) is defined as the average time required to restore escalator to service after failure occurs.

3. Availability shall be determined exclusive of shutdowns due to vandalism, overloading, activation of safety devices by external cause and routine maintenance shutdown. Shutdowns for major repair shall be included in availability calculations.

3.22 SPECIAL REQUIREMENTS FOR HURRICANE SEASON (June 1 to November 30)

For projects which are undergoing major repair or modernization, the contractor is responsible for parts, components and materials which are stored on the job site, not yet installed on the equipment. While every reasonable precaution will be taken to protect property, the County has some facilities which are prone to major flooding, due to design and/or location. In those cases, the contractor 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 a Hurricane Warning by the National Hurricane Center 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.
SECTION 4
PRICE PROPOSAL SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Proposed price should be
less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: 12/14/06 This Price Proposal Submittal
N. Uppal Purchasing Division Consists of Pages 62 through 103

Elevator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

RETURN ONE ORIGINAL AND TWO COPIES OF PRICE PROPOSAL SUBMITTAL
PAGES ONLY
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

GROUP I

AVIATION DEPARTMENT
Miami International Airport
Contact: Hallett Stiles (305) 876-7477

NOTE: See special personnel assignment for this property, entire group.

ITEM 1.1: Forty-Nine (49) Standard Escalators

12 Months
(Critical)
Exam Frequency:
Weekly

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Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

**Group I; Item 1.1 (continuation):**

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* denotes units currently on overtime maintenance (billed at $_______ per unit)

Material Component of the Contract Price: $________/Month

Labor Component of the Contract Price: $________/Month

Total Contract Price for Item 1.1 (Excluding overtime maintenance): $________/Month X 12 = $________/Year
### Elevator and Escalator Maintenance & Repair Services

**FIRM NAME:** SCHINDLER ELEVATOR CORPORATION

**ITEM 1.2:** Fourteen (14) Westinghouse Traction Elevators

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* denotes units on overtime maintenance (billed at $_________ per unit)

Material Component of the Contract Price: $ _______/Month

Labor Component of the Contract Price: $ _______/Month

Total Contract Price for Item 1.2 (Excluding overtime maintenance): $ _______/Month X 12 = $ _______/Year
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

**ITEM 1.3:** Thirty-four (34) Westinghouse/Schindler Hydraulic Elevators

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* denotes units currently on after-hours maintenance (billed at $______ per unit)

Material Component of the Contract Price: $ _____/Month

Labor Component of the Contract Price: $ _____/Month

Total Contract Price for Item 1.3 (Excluding overtime maintenance): $ _____/Month X 12 = $ ______/Year

TOTAL FOR GROUP I; ITEMS 1.1 – 1.3 (Excluding overtime maintenance):

$ ______/month

$ _______ /year

The above total price for Group I includes two full time mechanics/technicians and one apprentice/helper.

To add one additional full time mechanic, the cost is: ___________/month per mechanic.
GROUP II: CORRECTIONS & REHABILITATION

Dade County Jail
1321 NW 13th Street
Miami, Florida
Contact: Emilio Palma (305) 545-4026

ITEM 2.1:
12 Months
(Critical)
10 stops/openings
Exam Frequency:
Weekly

Four (4) Westinghouse Gearless Traction Elevators,
Manufacturer I.D. 33474-1, 2, 3 & 4
S/N’s 0198, 0199, 0200, 0201

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.1: $ _______/Month X 12 = $ _______/Year

Turner Guilford Knight Correctional Center
7000 N.W. 41st St.
Miami, Florida
Contact: Emilio Palma (305) 470-7600

ITEM 2.2:
12 Months
Exam Frequency
Bi-Weekly

One (1) Schindler Geared Traction Passenger Elevator
Nine (9) stops openings, 2,500 lbs. @ 350 FPM
Mfg. ID. #19766A1; Permanent S/N 7135, Bldg. ID. #1

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.2: $ _______/Month X 12 = $ _______/Year
ITEM 2.3:

12 Months (Critical) One (1) Schindler Geared Traction Passenger Elevator
Exam Frequency Six (6) stops openings, 4,500 lbs. @ 350 FPM
Bi-Weekly Mfg. ID. #19767B2; Permanent S/N 7136, Bldg. ID. #2

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.3: $ _______/Month X 12 = $ _______/Year

ITEM 2.4:

12 Months (Critical) One (1) Schindler Geared Traction Passenger Elevator
Exam Frequency Four (4) stops openings, 4,500 lbs. @ 350 FPM
Bi-Weekly Mfg. ID. #19768A3; Permanent S/N 7137, Bldg. ID. #3

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.4: $ _______/Month X 12 = $ _______/Year

ITEM 2.5:

12 Months (Critical) One (1) Schindler Geared Traction Passenger Elevator
Exam Frequency Eight (8) stops openings, 2,500 lbs. @ 350 FPM
Bi-Weekly Mfg. ID. #19769B4; Permanent S/N 7138, Bldg. ID. #4

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.5: $ _______/Month X 12 = $ _______/Year
ITEM 2.6:

12 Months (Critical)  One (1) Schindler Geared Traction Passenger Elevator
Exam Frequency      Three (3) stops openings, 4,500 lbs. @ 350 FPM
Bi-Weekly          Mfg. ID. #19770A5; Permanent S/N 7139, Bldg. ID. #5

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.6: $ _______/Month X 12 = $ _______/Year

ITEM 2.7:

12 Months (Critical)  One (1) Schindler Geared Traction Passenger Elevator
Exam Frequency      Six (6) stops openings, 2,500 lbs. @ 350 FPM
Bi-Weekly          Mfg. ID. #19771B6; Permanent S/N 7140, Bldg. ID. #6

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 2.7: $ _______/Month X 12 = $ _______/Year

TOTAL FOR GROUP II; ITEMS 2.1 thru 2.7: $ ________/month
                                             $ ________/year
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

GROUP III: GENERAL SERVICES ADMINISTRATION (FUMD)

Public Defenders Office Building
Contact: Alain Hernandez (305)-547-0180
1320 NW 14th Street
Miami, Florida

ITEM 3.1:

12 Months Two (2) Westinghouse Geared Traction Elevators, (Critical) 5 stops/openings
Exam Frequency: Manufacturer I.D. 33475-1 & 33475-2.
Bi-Weekly DC # 0152, & 0153.

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 3.1: $ _______/Month X 12 = $ _______/Year

Metro-Dade Flagler Building
Contact: David Racine (305) 349-7600
140 West Flagler Street
Miami, Florida

ITEM 3.2:

12 Months Four (4) Westinghouse Geared Traction Elevators, (Critical) 16 stops/openings
Exam Frequency: DC # 3913, 3914, 3915 & 3916
Weekly

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 3.2: $ _______/Month X 12 = $ _______/Year
NOTE: See special personnel assignment for this property, this building only.

ITEM 3.3:

12 Months (Critical) Low Rise Units #1, #2, #3, and #4.
Exam Frequency Weekly Four (4) Schindler Gearless Traction Passenger Elevators
No Overtime Callbacks Fourteen (14) stops/openings, 3,500 lbs. @ 700 FPM
Dade County # 6001-6004, Mfg. ID. 17755A1, 17756B2
17757C3, and 17758E4.

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 3.3: $ _______/Month X 12 = $ _______/Year

ITEM 3.4:

12 Months (Critical) Low Rise Units #5, and #6.
Exam Frequency Weekly Two (2) Schindler Gearless Tractor Passenger Elevator
No Overtime Callbacks Seventeen (17) stops/openings, 3,500 lbs. @ 700 FPM
Dade County # 6005-6006, Mfg. ID. 17759E5, 17760F6

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 3.4: $ _______/Month X 12 = $ _______/Year
ITEM 3.5:

12 Months (Critical) Low Rise Units #9, #10, #11, and #12.
Exam Frequency Weekly Four (4) Schindler Gearless Traction Passenger Elevators
No Overtime Callbacks Thirteen (13) stops/openings, 3,500 lbs. @ 1,000 FPM
Dade County # 5988, 5989, 5990, and 5992,
Mfg. ID. 17763C9, 17764D10, 17765E11, and 17766F12.

Material Component of the Contract Price: $ ________/Month
Labor Component of the Contract Price: $ ________/Month
Total Contract Price for Item 3.5: $ ________/Month X 12 = $ _______/Year

ITEM 3.6:

12 Months (Critical) Low Rise Units #7, and #8.
Exam Frequency Weekly Two (2) Schindler Gearless Traction Passenger Elevators
No Overtime Callbacks Fourteen (14) stops/openings, 3,500 lbs. @ 1,000 FPM
Dade County # 5986, and 5987,
Mfg. ID. 17761A7, and 17762B8.

Material Component of the Contract Price: $ ________/Month
Labor Component of the Contract Price: $ ________/Month
Total Contract Price for Item 3.6: $ ________/Month X 12 = $ _______/Year

ITEM 3.7:

12 Months (Critical) Service Elevator #1.
Exam Frequency Weekly One (1) Schindler Gearless Traction Passenger/Service Elevator
Overtime Callbacks Thirty one (31) stops/openings, 7,000 lbs. @ 500 FPM
Dade County # 5993, Mfg. ID. 17767.

Material Component of the Contract Price: $ ________/Month
Labor Component of the Contract Price: $ ________/Month
Total Contract Price for Item 3.7: $ ________/Month X 12 = $ _______/Year
ITEM 3.8:

Exam Frequency Weekly  One (1) Schindler Hydraulic Passenger Elevator
Overtime Callbacks  Three (3) stops/openings, 3,500 lbs. @ 125 FPM
Dade County #5992,  Mfg. ID# 90636

Material Component of the Contract Price:  $ _______/Month
Labor Component of the Contract Price:  $ _______/Month
Total Contract Price for Item 3.8:  $ _______/Month X 12 = $ _______/Year

ITEM 3.9:

12 Months (Non-Critical)  Service Elevator #2.
Exam Frequency Weekly  One (1) Schindler Hydraulic Passenger Service Elevator
Overtime Callbacks  Two (2) stops/openings, 4,000 lbs. @ 125 FPM
Dade County# 5994,  Mfg. ID# 90637

Material Component of the Contract Price:  $ _______/Month
Labor Component of the Contract Price:  $ _______/Month
Total Contract Price for Item 3.9:  $ _______/Month X 12 = $ _______/Year
ITEM 3.10:

12 Months (Non-Critical)  Escalators #1, #2, #3, #4, #5, and #6
Exam Frequency Weekly  Six (6) Schindler Glass Escalators
                     32” Steps @ 90 FPM,
                     Dade County #’s 5995, 5996, 5997, 5999, and 5960
                     Mfg. ID#’s 79082-70987

Material Component of the Contract Price:  $________/Month
Labor Component of the Contract Price:    $________/Month
Total Contract Price for Item 3.10:       $________/Month X 12 = $________/Year
To perform maintenance on Saturdays:      $________/Month

To perform all maintenance with 40 hours standby mechanic for items 3.3 through 3.10:
$_________________/month

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Item 3.11:  HIALEAH COURTHOUSE
11 East 6th Street
Hialeah, Fl.
Contact: Mike Cruz (305) 520-4000

Main Passenger - Two (2) Hydraulic Elevators
12 Months (Critical)  2 Stops/Openings
Exam Frequency  2100 lbs @ 125FPM
Bi-Weekly  Mfg. ID#’s A6234-01 and A6234-02
           Serial # 74508 and 74509

Material Component of Contract Price:  $______/Month
Labor Component of Contract Price:    $______/Month
Total Contract Price for Item 3.11  $______/Month
**Item 3.12**
Judge’s Car - One (1) Hydraulic Elevator

12 Months (Critical) 2 Stops/Openings
Exam Frequency 2100 lbs @125FPM
Bi-Weekly Mfg. ID#’ A6235
Serial #74510

Material Component of Contract Price: $______/Month

Labor Component of Contract Price: $______/Month

Total Contract Price for Item 3.12 $______/Month

TOTAL FOR GROUP III; ITEMS 3.1 – 3.12: $______/month

$___________/year
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

GROUP IV: MIAMI-DADE TRANSIT AGENCY
Contact: Adrian Jones 305/884-7502

NOTE: See special personnel assignment for this property, entire group.

Note #1: All maintenance of units at MDTA facilities requiring shutdown longer than fifteen (15) minutes shall be performed during non-peak hours.

Peak Hours: 6:30 AM - 9:30 AM
    4:00 PM - 7:00 PM

This does not include Metrorail garages at Earlington Heights, Dadeland North, South Miami and Metromover Maintenance Facility.

Note #2: MDTA Escalators are not covered by overtime call back as noted. Elevators shall include overtime callbacks during the hours of 6:00 AM thru 12:00 midnight seven (7) days per week.

ITEM 4.1 Fifty (50) Westinghouse Moduline
12 Months 48”, 120 FPM
(Critical) Solid Balustrade Escalators

Exam Frequency: Weekly, NO OTCB

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Elevator and Escalator Maintenance & Repair Services

**FIRM NAME: SCHINDLER ELEVATOR CORPORATION**

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Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

Material Component of the Contract Price: $ _______ /Month
Labor Component of the Contract Price: $ _______ /Month

Total Contract Price for Item 4.1: $ _______ /Month X 12 = $ _______ /Year

Alternate 4.1A:
Provide maintenance of two (2) Sump Pumps $ _______ /Month

ITEM 4.2: Five (5) Westinghouse Moduline 100
12 Months 48”, 125 FPM (Critical) NO OTCB
Exam Frequency: Weekly

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Material Component of the Contract Price: $ _______ /Month
Labor Component of the Contract Price: $ _______ /Month

Total Contract Price for Item 4.2: $ _______ /Month X 12 = $ _______ /Year

Alternate 4.2A:
Provide maintenance of one (1) Sump Pumps $ _______ /Month
ITEM 4.3: Nine (9) Westinghouse Moduline 100
12 Months 32”, 90 FPM
(Critical) Critical Balustrade Escalators
Exam Frequency: Weekly
NO OTCB

MDTA LOCATION Manufacturer’s Serial # County #
State Plaza ES 23663 6250
College North ES 23664 6246
College Bayside ES 23667 6248
First Street ES 23666 6252
Bayfront ES 23665 6255
Knight Center ES 23662-1 6258
“ ES 23662-2 6259
“ ES 23662-3 6260
“ ES 23662-4 6261

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 4.3: $ _______/Month X 12 = $ _______/Year

Alternate 4.3A: Provide maintenance of seven (7) Sump Pumps $ _______/Month
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

ITEM 4.4: Eleven (11) Westinghouse Plunger Electric Passenger Elevators
12 Months (Critical) 3500 # Capacity, 125 FPM
Exam Frequency: Bi-Weekly; 18 Hr. CB

MDTA LOCATION Manufacturer’s Serial # County #
Okeechobee HG 22671 6108
Northside HG 22670 6104

Group IV, Item 4.4 (continuation):

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Material Component of the Contract Price: $ _______ /Month
Labor Component of the Contract Price: $ _______ /Month
Total Contract Price for Item 4.4: $ _______ /Month X 12 = $ _______ /Year
ITEM 4.5: Eight (8) Westinghouse Plunger Electric Passenger Elevators
12 Months (Critical) 3000 # Capacity, 150 FPM, 2 stops/openings
Exam Frequency: Bi-Weekly, 18 HR. CB

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Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 4.5: $ _______/Month X 12 = $ _______/Year

ITEM 4.6: One (1) Westinghouse Plunger Electric Passenger Elevators
12 Months (Critical) 12,000 # Capacity, 125 FPM, 2 stops
Exam Frequency: Bi-Weekly
18 HR. CB

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Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 4.6: $ _______/Month X 12 = $ _______/Year
### Elevator and Escalator Maintenance & Repair Services

**FIRM NAME: SCHINDLER ELEVATOR CORPORATION**

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<td>12 Months Critical</td>
<td>3,500 # Capacity, 125 FPM, 2 stops</td>
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<tr>
<td>Santa Clara</td>
<td>GR 22664-1</td>
</tr>
<tr>
<td></td>
<td>GR 22664-2</td>
</tr>
<tr>
<td>Brownsville</td>
<td>GR 22666-1</td>
</tr>
<tr>
<td></td>
<td>GR 22666-2</td>
</tr>
<tr>
<td>Martin Luther King</td>
<td>GR 22668-1</td>
</tr>
<tr>
<td></td>
<td>GR 22668-2</td>
</tr>
<tr>
<td>Northside</td>
<td>GR 22670-1</td>
</tr>
<tr>
<td></td>
<td>GR 22670-2</td>
</tr>
</tbody>
</table>

Material Component of the Contract Price: $_______/Month

Labor Component of the Contract Price: $_______/Month

Total Contract Price for Item 4.7: $_______/Month X 12 = $_______/Year

<table>
<thead>
<tr>
<th>ITEM 4.8:</th>
<th>South Miami Park Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Miami, Florida</td>
</tr>
<tr>
<td>12 Months</td>
<td>Two (2) Schindler Hydraulic Passenger Elevators</td>
</tr>
<tr>
<td>(Critical)</td>
<td>6 stops/openings, Mfg. ID #8774-01, 02</td>
</tr>
<tr>
<td>Exam Frequency:</td>
<td>Bi-Weekly</td>
</tr>
<tr>
<td></td>
<td>18 HR CB</td>
</tr>
</tbody>
</table>

Material Component of the Contract Price: $_______/Month

Labor Component of the Contract Price: $_______/Month

Total Contract Price for Item 4.8: $_______/Month X 12 = $_______/Year
**Elevator and Escalator Maintenance & Repair Services**

**FIRM NAME: SCHINDLER ELEVATOR CORPORATION**

### ITEM 4.9: Earlington Heights Parking Garage
- **Address:** 2100 NW 41st Street, Miami, Florida
- **Note:** This unit is managed by GSA Fleet Management
- **Contact:** Rey Llerena (305)375-2298.

- **12 Months**
  - **Two (2) Westinghouse Traction Passenger Elevators (Critical)**
  - **6 stops/openings, Mfg. ID #76694-1, 2**
  - **Exam Frequency:** DC # 6871 & 6872.
  - **Frequency:** Bi-Weekly
  - **18 HR CB**

- **Material Component of the Contract Price:** $_______/Month
- **Labor Component of the Contract Price:** $_______/Month

**Total Contract Price for Item 4.9:** $_______/Month X 12 = $_______/Year

### ITEM 4.10: Dadeland North Metrorail Station
- **Address:** Miami, Florida

- **12 Months**
  - **Four (4) Schindler Traction Passenger Elevators (Critical)**
  - **11 stops/openings, Mfg. ID #82382-01, -02**
  - **Exam Frequency:** 82383-03, -04; DC # 7884-7887
  - **Bi-Weekly**
  - **18 HR. C.B.**

- **Material Component of the Contract Price:** $_______/Month
- **Labor Component of the Contract Price:** $_______/Month

**Total Contract Price for Item 4.10:** $_______/Month X 12 = $_______/Year

**TOTAL FOR GROUP IV; ITEMS 4.1 – 4.10:** $_______/month (incl supp. maint.)

$_______/year

**SUMP MAINT. ITEMS 4.1 – 4.3:**
- **$_______/month**
- **$_______/year**
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

The total price for Group IV above includes three full time PM technicians/mechanics and one full time PM apprentice /helper; and one full time repair technicians/mechanics and one full time apprentice /helpers.

To add one additional full time mechanic, the cost is: _____________/month per mechanic.

To add one additional full time helper, the cost is: _____________/month per helper.
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

GROUP V: Seaport Department, Cruise Operations  
Contact: Paul Hinchey (305) 347-4931

ITEM 5.1 Terminal 12, Parking Garage  
Port of Miami

12 months Two (2) Hydraulic Elevators
Critical  G.O. #97023-01, DC #8161
Exam Frequency: G.O. #97023-02 DC #8162  
Bi-Weekly

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 5.1: $ _______/Month X 12 = $ _______/Year

ITEM 5.2 Seaport Operations PAX Terminal #8  
Miami, Florida 33132

12 months Two (2) Moving Walks
Critical  G.O. #95682-01, 95683-02 DC #8275
Exam Frequency: G.O. #95683-02 DC #8267  
Weekly

Material Component of the Contract Price: $ _______/Month
Labor Component of the Contract Price: $ _______/Month
Total Contract Price for Item 5.2: $ _______/Month X 12 = $ _______/Year
## Elevator and Escalator Maintenance & Repair Services

**FIRM NAME:** SCHINDLER ELEVATOR CORPORATION

<table>
<thead>
<tr>
<th>ITEM 5.3</th>
<th>Nine (9) SWE Escalators</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>G.O. # 95681</td>
</tr>
<tr>
<td>Critical</td>
<td>95677</td>
</tr>
<tr>
<td>Exam Frequency: Weekly</td>
<td>95679 8270</td>
</tr>
<tr>
<td></td>
<td>95678</td>
</tr>
<tr>
<td></td>
<td>95680</td>
</tr>
<tr>
<td></td>
<td>96284</td>
</tr>
<tr>
<td></td>
<td>96285</td>
</tr>
<tr>
<td></td>
<td>96286</td>
</tr>
<tr>
<td></td>
<td>96287</td>
</tr>
</tbody>
</table>

- Material Component of the Contract Price: $ _______/Month
- Labor Component of the Contract Price: $ _______/Month
- Total Contract Price for Item 5.3: $ _______/Month X 12 = $ _______/Year

<table>
<thead>
<tr>
<th>ITEM 5.4</th>
<th>Four (4) Hydraulic Elevators</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>G.O. #86945-01</td>
</tr>
<tr>
<td>Critical</td>
<td>95684-00</td>
</tr>
<tr>
<td>Exam Frequency: Weekly</td>
<td>99066-01 8428</td>
</tr>
<tr>
<td></td>
<td>42957-04</td>
</tr>
</tbody>
</table>

- Material Component of the Contract Price: $ _______/Month
- Labor Component of the Contract Price: $ _______/Month
- Total Contract Price for Item 5.4: $ _______/Month X 12 = $ _______/Year

**TOTAL FOR GROUP V; ITEMS 5.1 – 5.4:** $ _______/month

$ _______/year
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

GROUP VI: MIAMI-DADE HOUSING AGENCY

**Singer Plaza HUD 8-10**

1310 NW 16th Street  
Miami, FL  
Contact: Valery Lewis  (305) 545-7127

**ITEM 6.1:**

12 Months (Critical)  
Exam Frequency  
Bi-Weekly

Two (2) Schindler Haughton Plunger Electric Passenger Elevator

Five (5) stops openings, @ 125 FPM

Mfg. ID. #41561, and 41562, Permanent 677, and 678, Bldg. ID. #1

Material Component of the Contract Price: $ _______ /Month

Labor Component of the Contract Price: $ _______ /Month

Total Contract Price for Item 6.1: $ _______ /Month X 12 = $ _______ /Year

Total for Group VI, Item 6.1: $ _______ /month X 12 = $ _______ /year

GROUP NO. VII: PARKS AND RECREATION

Contact: David Livingstone  
(305) 755 7824

**Item 7.1:**

**TROPICAL PARK STADIUM**

9700 SW 40th Street  
Miami, FL.  
Contact: Tom Morgan 305-226-8315

One (1) Hydraulic Elevator

2 Stops/Openings  
2500 lbs capacity

Ser. #72356 DC-10037

Material Component of Contract Price: $ _______ / Month

Labor Component of Contract Price: $ _______ /Month

Total Contract Price for Item 9.1 $ _______ /Month
**Elevator and Escalator Maintenance & Repair Services**

**FIRM NAME:** SCHINDLER ELEVATOR CORPORATION

<table>
<thead>
<tr>
<th>Item 7.2:</th>
<th>AFRICAN HERITAGE CULTURAL ARTS CENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months</td>
<td>2166 NW 62 Street</td>
</tr>
<tr>
<td>(Critical)</td>
<td>Miami, Fl. Contact: Zoraida 305-755-7846</td>
</tr>
<tr>
<td>Exam Freq.</td>
<td>One (1) Hydraulic Elevator</td>
</tr>
<tr>
<td>Monthly</td>
<td>2 Stops/Openings</td>
</tr>
<tr>
<td></td>
<td>3500 lbs capacity</td>
</tr>
<tr>
<td></td>
<td>Ser. #74593 DC-10409</td>
</tr>
</tbody>
</table>

Material Component of Contract Price: $ _______/Month

Labor Component of Contract Price: $ _______/Month

Total Contract Price for Item 9.1 $ _______/Month

Total for Group VII; Item 7.1 and 7.2: $ _______/month X 12 = $ _______/year

**GROUP VIII – MODERNIZATION OF EQUIPMENT (From paragraph 3.12A)**

<table>
<thead>
<tr>
<th>ITEM 8.1</th>
<th>Side Skirt Brushes, two each per escalator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per running lineal foot (for the pair)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per running lineal foot (for the pair)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per running lineal foot (for the pair)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.2</th>
<th>Handrail Speed Safety Switch, one per handrail, two per escalator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ per escalator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.3</th>
<th>Handrail Newel Inlet Switch, two per handrail, four per escalator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per escalator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.4</th>
<th>Combplate Impact Switch, two per escalator, one top, one bottom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per escalator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.5</th>
<th>Upper Balustrade Stop Switch, two per escalator, one at each end, one top, one bottom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per escalator</td>
</tr>
</tbody>
</table>
Elevator and Escalator Maintenance & Repair Services

**FIRM NAME: SCHINDLER ELEVATOR CORPORATION**

<table>
<thead>
<tr>
<th>ITEM 8.6</th>
<th>Level Step Switch, two per escalator, one at each end, top and bottom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per escalator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.7</th>
<th>Missing Step Device</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per escalator</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per escalator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.8</th>
<th>Steps with Cleated Risers (varies by number of steps per escalator)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ per 24” (or less) step, material</td>
</tr>
<tr>
<td></td>
<td>$ ______________ per 36” (or less) step, material</td>
</tr>
<tr>
<td></td>
<td>$ ______________ per 40” step, material</td>
</tr>
<tr>
<td></td>
<td>$ ______________ labor per step</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.9</th>
<th>Infrared Door Detector</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material per car entrance (without trade-in of light ray and door edge)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per car entrance (without trade-in of light ray and door edge)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per car entrance, without trade in</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Material per car entrance (with trade in of light ray and/or door edge)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per car entrance (with trade in of light ray and/or door edge)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per car entrance, with trade in</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.10</th>
<th>ADA Compliant Car Operating Panel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ Material each car station (4 floors or less)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor each car station (4 floors or less)</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Material add per each floor above 4</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor add per each floor above 4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.11</th>
<th>ADA Compliant hall fixtures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ ______________ material per landing</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Labor per landing</td>
</tr>
<tr>
<td></td>
<td>$ ______________ Total per landing</td>
</tr>
</tbody>
</table>
## Elevator and Escalator Maintenance & Repair Services

**FIRM NAME:** SCHINDLER ELEVATOR CORPORATION

<table>
<thead>
<tr>
<th>ITEM 8.12</th>
<th>ADA Car fixtures and signals (except COP)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ _______________ Material per entrance</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor per entrance</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total per entrance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.13</th>
<th>CCTV Compatible Infrastructure</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ _______________ Material per elevator (up to 60’ of travel)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor per elevator (up to 60’ of travel)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total per elevator (up to 60’ of travel)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Material add per foot of travel above 60’</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor add per foot of travel above 60’</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total add per foot of travel above 60’</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.14</th>
<th>Universal Firefighter Service Access Key Switch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ _______________ Material per elevator (one elevator w/ two switches)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor per elevator (one elevator w/ two switches)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total per elevator (one elevator w/ two switches)</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Material per each additional car</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor per each additional car</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total per each additional car</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM 8.15</th>
<th>Remote Elevator Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ _______________ Material per elevator</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Labor per elevator</td>
</tr>
<tr>
<td></td>
<td>$ _______________ Total per elevator</td>
</tr>
</tbody>
</table>

**NOTE:** The above items 8.1 through 8.15 may be awarded by the site manager after consultation with the Contract Administrator, either in whole or in part, as applicable, either as a complete or a partial modernization or repair. Prices may be subject to price adjustment in the same manner as set forth for maintenance items.
**GROUP IX: ADDITIONAL CHARGES FOR EMERGENCY SERVICE AT EACH OF THE ABOVE LOCATIONS, Prices apply to all items**

Rate of Labor to be paid by the County for Emergency Services in accordance with Paragraph 3.13 and 3.19 of the specifications as follows:

<table>
<thead>
<tr>
<th>ELEVATOR MECHANIC'S HELPER</th>
<th>STAND-BY</th>
<th>MINOR REPAIR</th>
<th>MAJOR REPAIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 During Regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>9.2 During other than regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>and Saturdays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.3 During Sundays and Holidays:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELEVATOR MECHANIC</th>
<th>STAND-BY</th>
<th>MINOR REPAIR</th>
<th>MAJOR REPAIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.4 During Regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>9.5 During other than regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>and Saturdays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.6 During Sundays and Holidays:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ELEVATOR FOREMAN/ADJUSTOR</th>
<th>STAND-BY</th>
<th>MINOR REPAIR</th>
<th>MAJOR REPAIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.7 During Regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>9.8 During other than regular working hours:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
<tr>
<td>and Saturdays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.9 During Sundays and Holidays:</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
<td>$_____/Hr.</td>
</tr>
</tbody>
</table>

The contractor shall perform work at the rates specified, but the County will not be obligated to obtain emergency or additional services from the Contractor if it does not desire to do so.

For definition of minor/major work see paragraph 3.1 minor work shall be considered as that which can be performed by one person, i.e. call back or other work as recognized by industry standards as minor.

Parts and purchased goods used as a part of open order work (not including firm quotations) described in paragraph Section 3, paragraph 3.13 A and B shall be priced in accordance with the following:

Original equipment manufactured parts, or authorized replacements, shall be priced in accordance with the contractor's OEM catalog prices, less this percentage: ___________%

Externally purchased products, shall be priced at actual cost paid, plus the following markup to be included: ___________%
INTERIM MAINTENANCE:

To the following category of service is to provide for the Interim Maintenance, care and minimal operation of equipment which is completed, but not put into operation by owner or certified by the Authority Having Jurisdiction. The Interim Maintenance shall include the same provisions as for full maintenance provided for in the specifications except for call backs and with the understanding that covered units shall not be into operation deterioration due to lack of use. Units may be added and deleted from this category during the contract at the following quoted rates.

Item #1 Interim Maintenance for Standard Escalators, each: $_______________
Item #2 Interim Maintenance for Glass Escalators, each: $_______________
Item #3 Interim Maintenance for Hydraulic Passenger Elevators, each: $_______________
Item #4 Interim Maintenance for Geared Traction Passenger Elevators, each: $_______________
Item #5 Interim Maintenance for Moving Walks, each: $_______________
Item #6 Interim Maintenance for Moving Ramps, each: $_______________
Item #7 Interim Maintenance for Dumbwaiters, each: $_______________
Item #8 Interim Maintenance for Gearless Traction Elevators, each: $_______________

(NOTE: THIS SECTION: APPLIES TO ALL GROUPS AND MAINTENANCE ITEMS)

The monthly paid price stipulated in all Items shall be divided into labor factor and materials factor costs, which shall be adjusted as specified in Paragraph 3.5 of the Specifications.

Labor components will be based upon the following:

Straight time hourly labor cost paid to mechanics applicable to this contract is $_______ of which $_______ constitutes the cost of fringe benefits, effective date is: ___________. Material components will be based upon the following:

Index of "Producers" Commodity Price Index for metals and metal products ______________.
Please state month and year to which the CPI is applicable ____________ ____________.
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

Pricing is subject to price adjustments in accordance with Paragraph Section 3, paragraph 3.5 B of the Special Conditions.

The contractor shall perform work at the rates specified, but the County will not be obligated to obtain emergency or additional services from the Contractor if it does not desire to do so.

Long Term Maintenance Discount Option: the County may choose the option of a long-term contract up to a maximum of twenty (20) years for discounts offered by the contractor. The discounts shall apply to all maintenance items, in accordance with Section 2, paragraph 2.3a of the specifications as follows:

<table>
<thead>
<tr>
<th>Term of Contract</th>
<th>Discount Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) year term</td>
<td>_______%</td>
</tr>
<tr>
<td>Ten (10) year term</td>
<td>_______%</td>
</tr>
<tr>
<td>Fifteen (15) year term</td>
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<tr>
<td>Twenty (20) year term</td>
<td>_______%</td>
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A. PRE-MAINTENANCE PROPOSAL

Contractor to state the repairs (by item, if any) and proposed cost of (by item); that are required immediately to provide safe and proper operation of the equipment to be maintained:

____________________________________________________________________
____________________________________________________________________
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____________________________________________________________________
B. SUGGESTED UPGRADES

Contractor to state suggested upgrading to comply with the Present Day Code or Manufacturer’s recommendation:

____________________________________________________________________

____________________________________________________________________

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____________________________________________________________________
ATTACHMENT FORM #1

Date: ____________/____________/____________
Month       Day         Year

CERTIFICATE # ___________________________

CERTIFICATE OF COMPETENCY:

Name of Examining Board: ___________________________________________________

Complete address of Examining Board: _______________________________________

_________________________________________________________________________

Name of Qualified Person: _________________________________________________

Address of Qualified Person: _______________________________________________

_________________________________________________________________________

Business Phone Number of Qualified Person: _________________________________

Expiration Date of Certificate of Competency: _______________________________

ATTACHED PHOTOCOPY FOR VERIFICATION OF THE ABOVE EXPERIENCE:

I/We hereby that we have been in the business of Elevator and/or Escalator Maintenance Service (as stated in paragraphs 3.4A and 3.4B of the contract and/or specifications) since:

________/________/_______          and to this date          ________/________/________
Month         Day        Year               Month       Day          Year

have ________________________years of experience.
# ATTACHMENT FORM #2 (SHEET 1 OF 4)

**EMPLOYEES OF CONTRACTOR RESPONSIBLE FOR THIS CONTRACT:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>EXACT TITLE OR FUNCTION</th>
<th>NUMBER OF YEARS IN FIRM</th>
<th>NUMBER OF YEARS EXPERIENCE IN THE FIELD OF ELEVATORS AND/OR ESCALATORS</th>
<th>CERT. OF COMPETENCY # OR I.U.E.C. JOURNEYMAN NUMBER</th>
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</table>
ATTACHMENT FORM #2 (SHEET 2 OF 4)

MAIN OPERATING FACILITY:

NAME: ____________________________________________________
ADDRESS: ________________________________________________
CITY: ____________________ STATE: _________________________
ZIP: ________________________
PHONE NUMBER: ________________________________
FACSIMILE: ___________________________________________

FACILITY THAT WILL SERVICE THIS CONTRACT:

NAME: ____________________________________________________
ADDRESS: ________________________________________________
CITY: ____________________ STATE: _________________________
ZIP: ________________________
PHONE NUMBER: ________________________________
FACSIMILE: ___________________________________________

SOURCE OF TECHNICAL INFORMATION:

NAME: ____________________________________________________
ADDRESS: ________________________________________________
CITY: ____________________ STATE: _________________________
ZIP: ________________________
PHONE NUMBER: ________________________________
FACSIMILE: ___________________________________________

SOURCE OF MAJOR REPLACEMENT AND SPARE PARTS:

NAME: ____________________________________________________
ADDRESS: ________________________________________________
CITY: ____________________ STATE: _________________________
ZIP: ________________________
PHONE NUMBER: ________________________________
FACSIMILE: ___________________________________________
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

---

ATTACHMENT FORM #2 (SHEET 3 OF 4)

PARTS LENDING PLAIN IN FORCE WITH:

NAME: _____________________________________________________
ADDRESS: ___________________________________________________
CITY: ______________________ STATE: _________________________
ZIP: _________________________________________________________
PHONE NUMBER: ____________________________________________
FACSIMILE: _________________________________________________

MACHINE SHOP FACILITIES:

NAME: _____________________________________________________
ADDRESS: ___________________________________________________
CITY: ______________________ STATE: _________________________
ZIP: _________________________________________________________
PHONE NUMBER: ____________________________________________
FACSIMILE: _________________________________________________

ELECTRIC APPARATUS REPAIR SHOP:

NAME: _____________________________________________________
ADDRESS: ___________________________________________________
CITY: ______________________ STATE: _________________________
ZIP: _________________________________________________________
PHONE NUMBER: ____________________________________________
FACSIMILE: _________________________________________________

Note: Copies of agreements with appropriate outside vendors, companies and spare lending parts may be required of the contractor.
STATEMENT PER GROUP SUPERVISORY CONTROL EXPERIENCE:

I/We have _________________________ year experience in Group Supervisory Control or solid state microprocessor control of the same kind and with identical equipment as subject of this contract and as reference we furnish the following addresses:

COMPANY AND/OR BUILDING NAME:

NAME : _____________________________________________________
ADDRESS: ___________________________________________________
CITY: ______________________ STATE: ______________________
ZIP: _______________________________________________________
PHONE NUMBER: ____________________________________________
FACSIMILE: _______________________________________________

SUPERVISOR OF ABOVE PLACE:

NAME : _____________________________________________________
ADDRESS: ___________________________________________________
CITY: ______________________ STATE: ______________________
ZIP: _______________________________________________________
PHONE NUMBER: ____________________________________________
FACSIMILE: _______________________________________________

ELEVATOR CHARACTERISTICS OF ABOVE PLACE(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
### TOOL LIST

<table>
<thead>
<tr>
<th>DESCRIPTION OF TOOL:</th>
<th>ON</th>
<th>IN</th>
<th>OTHER</th>
<th>ON JOB</th>
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<tbody>
<tr>
<td>1. Visicorder Chart Recording Scope.</td>
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<tr>
<td>2. Machine tools capable of grooving the main driving sheave on the job site.</td>
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<td>3. Electric Commutator Undercutting Tool.</td>
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<td>4. Commutator Resurfacing Tool that allows Precision resurface of the commutator</td>
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<td>without removal from the machine room for motors and generators. These shall be</td>
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<td>specific surfacing tools for the motors and generators covered under these</td>
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<td>specifications.</td>
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<td>5. Rope Shortening Tools</td>
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<td>6. Heavy-duty Gear and Sprocket Pullers for the specific machines covered under</td>
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<td>these specifications.</td>
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<td>8. Hydraulic Load Weighting Calibration Tool</td>
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<td>10. Stator Core Extractors for specific machines.</td>
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<td>11. Brake Coupling Pullers.</td>
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<td>12. Guillotine Type Wire-Rope Cutters.</td>
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<td>DESCRIPTION OF TOOL:</td>
<td>ON TRUCK</td>
<td>IN SHOP</td>
<td>OTHER SOURCE</td>
<td>ON JOB</td>
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<td>13. Quick Trust Gauge of the Chatillion Type</td>
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<td>14. Door Trust Gauge of the Chatillion Type</td>
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<td>15. Brake Torque Meter Adjuster’s Meter Kits</td>
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<td>16. Escalator New Bearing Replacement Kits</td>
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<td>17. Gear Alignment Kits</td>
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<td>18. Step-in Lifters for Escalators</td>
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<td>19. Contact Aligning Tolls</td>
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<td>20. Microcomputer Based Traffic Analyzer Delta Model #5049.</td>
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<td>21. Brush Spring Tensionmeters</td>
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<td>22. Packing Pullers</td>
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<td>23. Caliper Type Micrometers</td>
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<td>24. Elevator Safety Dynameter</td>
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<td>25. Torque Multipliers for elevator safety tests</td>
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<td>26. Hydraulic Oil Filtering Units</td>
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<td>27. Escalator Chain Breakers</td>
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</table>

*Where other source is indicated state source of tool(s) on additional sheet(s)*
Elevator and Escalator Maintenance & Repair Services

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

ATTACHMENT FORM #4:

Date: ____________/____________/____________
Month       Day         Year

STATEMENT

I/We agree to the following:

To be in contact with our personnel through pagers (beepers) and/or radio communications, and/or cellular telephone.

All handwritten reports shall be neat and legible.

To submit to Miami-Dade County the results of all safety tests including pressure tests, annual and full load test, and to complete and return to Miami-Dade County their standard safety test form if requested.

SIGNATURE: ____________________________________________

PRINT NAME: ____________________________________________
Title: Elevator Maintenance & Repair Services

By signing this Price Proposal Submittal Form the contractor certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee’s interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this contract, the Contractor must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Contractor. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the contractor is not a responsible contractor.

The Contractor confirms that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same goods and/or services and in all respects is without collusion, and that the Contractor will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program
For the County’s information, the contractor is requested to indicate, at ‘A’ and ‘B’ below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the contractor’s expression of general interest at ‘A’ and ‘B’ below is for the County’s information only and shall not be binding on the contractor.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
   Yes ____________ No ____________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
   Yes ____________ No ____________

Firm Name: __________________________________________________________

Street Address: _______________________________________________________

Mailing Address (if different): __________________________________________

Telephone No. __________________________________ Fax No. ____________________

Email Address: _______________________________________________________

FEIN No. __________________________

Prompt Payment Terms: ______% ________ days net ________ days

(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ________________________________________________________________________

(Signature of authorized agent)

Print Name: ________________________________________ Title: ____________________________
SECTION 5

APPENDIX

AFFIDAVITS
MIAMI-DADE COUNTY BID AFFIDAVITS

- **DISABILITY NONDISCRIMINATION AFFIDAVIT**
  
  (Resolution R-385-95)

  I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

  The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.


  The Federal Transit Act, as amended 49 U.S.C. Section 1612

  The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

- **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**
  
  (Ordinance 93-129) See Section 1 (1.3H)

  I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

- **MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT**
  
  (Ordinance 95-178) Section 1 (1.3 E)

  I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

  That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

- **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY**
  
  (Ordinance 99-162) See Section 1 (1.3 N)

  I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as “County”), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.
• MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
  AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: ______________________________________  ___________________________ 20 ___
    Signature of Affiant                       Date

______________________________  __/___/___/___/___/___/___/
    Printed Name of Affiant and Title          Federal Employer Identification Number

______________________________
    Printed Name of Firm

______________________________
    Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ______ day of ________, 20__

He/She is personally known to me or has presented __________________________ as identification.
    Type of identification

______________________________
    Signature of Notary

______________________________
    Serial Number

______________________________
    Print or Stamp Name of Notary

______________________________
    Expiration Date

Notary Public – State of ________________

Notary Seal
LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $9.81 per hour plus health benefits as described in the ordinance, or $11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section “C” (Indexing).

By: _______________________________ ___________________________ 20___
Signature of Affiant Date

_________________________________________ /   /   /   /   /   /   /   /   /
Printed Name of Affiant and Title Federal Employer Identification Number

_________________________________________
Printed Name of Firm

_________________________________________
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ______ day of ________, 20___
He/She is personally known to me or has presented ________________________________ as identification.

_________________________________________
Signature of Notary Serial Number

_________________________________________
Print or Stamp Name of Notary Expiration Date

Notary Public – State of _______________
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. ________________________ and the expiration date of ________________________.

☐ had annual gross revenues in excess of $5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: ________________________                  ________________________
         Signature                                      Signature

Witness: ________________________                  By: ________________________
         Signature                                      Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of ______________, 20____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: ________________________

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: ________________________ having the title of ________________________
with ________________________.

☐ a ________________________ corporation       ☐ partnership        ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.
CODE OF BUSINESS ETHICS
Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: ___________________________ ___________________________ 20 ___
Signature of Affiant Date

_______________________________ /   /   /   /   /   /   /   /
Printed Name of Affiant and Title Federal Employer Identification Number

_______________________________
Printed Name of Firm

_______________________________
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of ______, 20 ___
He/She is personally known to me or has presented ____________________ as identification.
Type of identification

_______________________________
Signature of Notary

_______________________________
Serial Number

_______________________________
Print or Stamp Name of Notary

_______________________________
Expiration Date

Notary Public – State of __________________

Notary Seal
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

__________________________  _______________________
Signature                    Date
SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent:  

Bid No.:  Title:  

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.  

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word “NONE” under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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<tr>
<th>Business Name and Address of Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Prime Contractor/Respondent’s Signature  

(Duplicate if additional space is needed)  

Print Name  

Print Title  

FORM 100  

Date  

Page 7 of 8  

Revised 01/15/04
### MINIMUM CERTIFIED CONTENT

<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>Recycled Products</th>
<th>Recovered Materials</th>
<th>Recyclable Products</th>
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<td>% Composition</td>
<td>Type of Material</td>
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### DEFINITIONS

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

### NAME

### ADDRESS

### CITY | STATE | ZIP

### SIGNATURE | TITLE