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November 21, 2017

**VIA EMAIL BBILLINGSLEY@BROWARD.ORG**

Brenda J. Billingsley, Director  
Purchasing Division, Finance and Administrative Services Department  
Broward County, Florida  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

**Re: Solicitation No. D211423B1, Group 1 – Bid Protest of Thyssenkrupp Elevator Corp.**

Dear Mrs. Billingsley:

We represent Thyssenkrupp Elevator Corporation, one of Broward County's incumbent elevator and escalator maintenance and repair contractors. Thyssenkrupp protests Broward County, Florida's (the "County")'s decision to award a contract to Eastern Elevator Service, Inc. ("Eastern") Group 1 for Solicitation No.: ~~D2111364B11~~<sup>2114263B1</sup> for elevator and escalator maintenance and repair services (the "2017 Solicitation"). A true and correct copy of the 2017 Solicitation is attached hereto as **Exhibit 1**.

First, the County's decision that Eastern can perform the contract at its unrealistically low prices lacks a rational basis because the record contains neither evidence which counters staff's recommendation that Eastern will not be able to perform nor any rational explanation as to why staff's recommendation should be rejected notwithstanding that lack of counter-evidence. Second, the County failed to consider the impact that Eastern's recently resolved fraud-related bankruptcy will have on its ability to perform at its unrealistically low prices which, in turn,

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eliminates any rational basis for the County's decision that Eastern is responsible. Third, the County should have found Eastern to be non-responsive because it is delinquent on its federal taxes.<sup>1</sup>

As grounds Thyssenkrupp states:

#### **BACKGROUND**

On May 27, 2016, the County issued Solicitation No. D2111364B1 for elevator and Escalator Maintenance and Repair services (the "2016 Solicitation"). The 2016 Solicitation provided that the successful offeror would be responsible for furnishing all labor, tools, materials, equipment, supervision, and complete mechanical maintenance service, preventative maintenance, emergency service and replacement of worn or defective parts and devices for elevators located at various locations within Broward County. The 2016 Solicitation specifically required offerors to submit bid bonds with their bids, and mandated that a failure to do so would render their bids non-responsive. The 2016 Solicitation also required both that offerors provide three references for similar work that they had performed, and that offerors possess a Florida elevator contractor's license (or County equivalent).

The County initially recommended that award be made to a company the identity of which remains unclear. The reason this bidder's identity is unclear is explained in a bid protest Thyssenkrupp filed on September 8, 2016 challenging that award (the "2016 Bid Protest"). The September 8, 2016 Bid Protest and all attachments thereto are hereby incorporated by reference

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<sup>1</sup> Thyssenkrupp submitted a public records request on August 28, 2017 which the County has responded to and thereafter submitted a second public records request on November 15, 2017 to which the County has not yet, as of the date of this protest responded. Thyssenkrupp reserves the right to supplement this protest based on documents produced by the County in response to the November 15, 2017 public records request.

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as **Exhibit 2**. In essence, the 2016 Bid Protest proved that Eastern, another company called Eastern Elevator, Inc. (“EEI”), and their common owner and president Robert Rauch had undertaken a convoluted scheme whereby EEI (a newly formed entity which had the failing of not having a license but the virtue of never have been in bankruptcy) would sign the bid and bid bond but Eastern would submit its license (since Eastern had the virtue of being licensed but the failing of having recently been in a bankruptcy that would have to be disclosed in the bid).

As Thyssenkrupp explained in the 2016 Bid Protest, in 2005 Otis Elevator sued Robert Rauch and Eastern for breach of contract and fraud and a default was entered against them. Shortly thereafter, Eastern filed for a Chapter 7 bankruptcy that was not discharged until at least February 29, 2016. Moreover, although the 2016 Solicitation required bidders to list any bankruptcy cases that had been resolved within three years of the bid due date, Eastern listed “none”. **Exhibit 2**, 2016 Bid Protest, at pp. 7-10. The 2016 Bid Protest also demonstrated that Eastern is delinquent on its federal taxes. **Exhibit 2**, 2016 Bid Protest, at p. 8. Specifically, on June 23, 2007 a Notice of Federal Tax Lien was recorded in the Official Records of Broward County as CFN No. 107172914, and it shows Eastern is delinquent on its federal taxes in the principal amount of \$25,864.93. **Exhibit 2**, 2016 Bid Protest, at p. 8; **Exhibit 9**, June 23, 2007 Notice of Federal Tax Lien.<sup>2</sup> Ultimately, the County rejected all bids received in response to the 2016 Solicitation and cancelled the competition.

The County issued the 2017 Solicitation on or about June 26, 2017. Just like the 2016 Solicitation, the 2017 Solicitation provided that the successful offeror would be responsible for

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<sup>2</sup> Moreover, a search in Broward County’s Official Records shows that no release or satisfaction of this lien has ever been filed. **Exhibit 10**, Search Results for Eastern Elevator Service, Inc. in Broward County Official Records filed Since January 1, 2007 (Excel format).

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furnishing all labor, tools, materials, equipment, supervision, and complete mechanical maintenance service, preventative maintenance, emergency service and replacement of worn or defective parts and devices for elevators located at various locations within Broward County. **Exhibit 1**, 2017 Solicitation, at p. 5.<sup>3</sup> The 2017 Solicitation divided the contract line items into two groups – Group 1 and Group 2 – and provided that the County reserved the “right to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof.” **Exhibit 1**, 2017 Solicitation, at p. 27. *See also* **Exhibit 1**, 2017 Solicitation, at pp. 3, 5, 12, 70-72. The 2017 Solicitation also provided that award was to be made to the lowest responsive and responsible bidder. **Exhibit 1**, 2017 Solicitation, at p. 27.

Four companies submitted bids in response to the 2017 Solicitation: (1) Eastern; (2) Oracle Elevator Company (“Oracle”); (3) Thyssenkrupp; and (4) Xpert Elevator Services, Inc. (“Xpert”). **Exhibit 3**, Preliminary Price Comparison. For Group 1, the bids were: (1) Xpert for \$475,006.00; (2) Eastern for \$732,100.00; (3) Thyssenkrupp for \$1,168,560.08; and (4) Oracle for \$1,707,755.00. **Exhibit 3**, Preliminary Price Comparison. During its initial responsiveness review the County found that Xpert had failed to include the requisite bid bond and was therefore non-responsive.<sup>4</sup> **Exhibit 4**, Responsiveness Review for Xpert.

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<sup>3</sup> Pagination as per Bates numbers in lower right corner.

<sup>4</sup> Even if the County did not reject Xpert’s bid as non-responsive the County would have had to find Xpert to be non-responsible for Group 1 based on the references included in Xpert’s bid. Xpert’s first reference was for a 10-year contract with a total value of \$38,000 (\$3,800 per year); the second reference was for a 10-year contract with a total value of \$98,841.60 (\$9,884.16 per year); and the third reference was for a 9-year contract with a total value of \$8,366 (\$929.56 per year). However, Xpert’s bid for Group 1 was a \$475,006 bid for a two-year base contract (\$237,503 per year). It would not be reasonable for the County to conclude that Xpert has the ability to perform when the largest contract it has ever handled was for only 4.2% of the work required for Group 1. *E.g.*, *Continental RPIs*, B-292768.2, 2003 WL 23211148, at \*8-10 (Comp. Gen. Dec. 11, 2003) (sustaining protest where agency found awardee’s prior contracts that were no larger than 4% of the solicitation requirements were similar and relevant).

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Although the County found Eastern to be the lowest responsive bidder for Group 1 (and Thyssenkrupp to be the second-lowest), Scott Campbell, the Director of the County's Facilities Maintenance Division (the ultimate end user of the services being procured), noted that he did not think Eastern has the ability to perform Group 1 at its proposed price. **Exhibit 5**, Non-Concurrence of Award to Eastern for Group 1. In his non-concurrence memo Mr. Campbell explained that he did not think Eastern could perform because its price was approximately 40% less than both Thyssenkrupp's current contract and bid and FMD has historically experienced unacceptable performance when the low bidder's price is approximately 40% less than either the next-lowest bidder's or the incumbent's prices.

Mr. Campbell attached back-up from three contracts that supported his analysis. The first contract referenced was a janitorial services contract where the low bid accepted was approximately 43% less than the incumbent's contractor's price and the contractor assigned the work to someone else without permission, essentially walking off the job. The second contract referenced was for a grounds maintenance contract where the low bid accepted was 33% less than the next-lowest bidder's and the contractor was debarred for intentional non-performance. The third contract referenced was for a grounds maintenance contract in which the low bid accepted was approximately 48% less than the next-lowest bidder's and the contractor walked off the job. As a result of Mr. Campbell's non-concurrence, the County made a preliminary

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finding that Thyssenkrupp is the lowest responsive and responsible bidder for Group 1.<sup>5</sup> **Exhibit 6**, Concurrence of Award to Thyssenkrupp for Group 1.

On October 9, 2017, presumably as a result of Mr. Campbell's non-concurrence, the County's purchasing agent Randall Plunkett sent an email to Eastern's president asking:

In review of the prices bid, as the offered prices appear considerably lower than the other bidders and lower than the current prices paid on the existing contract, please confirm that your firm has understood the specifications and requirements of the bid solicitation and have reviewed the sites to be maintained. With this understanding, you maintain that your firm can provided [sic] the required services at the prices bid.

**Exhibit 11**, October 9, 2017 Email from Randall Plunkett to Robert Rauch, at p. 2.<sup>6</sup> As one would expect, Eastern's president responded that Eastern could perform at its bid prices. However, Mr. Rauch failed to support his response in any manner. **Exhibit 11**, October 9, 2017 Email from Randall Plunkett to Robert Rauch, at pp. 1-2.

During this analysis the County overlooked the fact that, just as it did in 2016, Eastern misrepresented its recent fraud-related bankruptcy. As Thyssenkrupp explained in the 2016 Bid Protest, in 2005 Otis Elevator sued Robert Rauch and Eastern for breach of contract and fraud and a default was entered against them. Shortly thereafter, Eastern filed for a Chapter 7 bankruptcy that was not discharged until at least February 29, 2016. Moreover, although the 2016 Solicitation required bidders to list any bankruptcy cases that had been resolved within three years of the bid due date, Eastern listed "none". **Exhibit 2**, 2016 Bid Protest, at pp. 7-10.

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<sup>5</sup> By contrast, Eastern was awarded the contract for Group 2 even though it was more than 40% less than Oracle's next-lowest bid of \$595,315 because Eastern's price was only 14% less than the incumbent's. **Exhibit 7**, Price Analysis Tabulation for Group 2 for Eastern.

<sup>6</sup> Pagination as per page numbers in bottom center.

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Here, the 2017 Solicitation included the same requirement that bidders disclose any bankruptcies that had been resolved within the last three years. **Exhibit 1**, 2017 Solicitation, at pp. 44, 53. Just as it did in 2016, Eastern untruthfully stated in its bid that it had not been in bankruptcy within the last three years. **Exhibit 8**, Bid of Eastern Elevator Services, Inc., at pp. 246-47.<sup>7</sup> Moreover, Thyssenkrupp reminded the County of this recent bankruptcy in a letter it sent on November 2, 2017. **Exhibit 13**, November 2, 2017 Letter in Support of Proposed Finding of Non-Responsibility, at pp. 2-5.<sup>8</sup>

## DISCUSSION

### I. Jurisdiction, Standing & Timeliness

Pursuant to the Procurement Code of Broward County (the "PCBC") 21.118(a)-(b), bid protests are to be directed to the Purchasing Director, who shall have the authority to settle and resolve them. Thus, the Purchasing Director has jurisdiction. Moreover, Thyssenkrupp is the third-lowest bidder, its bid was responsive, and it is responsible. Although the County correctly rejected Xpert's low bid as non-responsive it arbitrarily found Eastern, the second-lowest bidder, to be responsible. But for the County's erroneous decision that Eastern is responsible Thyssenkrupp would have been awarded the contract as the lowest responsive and responsible bidder. Thus, Thyssenkrupp has standing to protest. *Madison Highlands, LLC v. Fla. Housing Fin. Corp.*, 220 So. 3d 467, 473 (Fla. 5th DCA 2017). Finally, the County posted its recommendation to award the Group 1 contract to Eastern on Wednesday, November 15, 2017. **Exhibit 12**, Recommendation to Award Group 1 to Eastern. This protest is being filed before

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<sup>7</sup> Incorporated by reference, pagination as per BidSync page numbers in lower right corner.

<sup>8</sup> Incorporated by reference.



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5:00 p.m. on Tuesday, November 21, 2017 (within five business days of the posting of the recommendation); hence it is timely and **Thyssenkrupp is entitled to and demand a stay of the award to Eastern.** PCBC 21.118(a).

## II. Standard of Review

The PCBC requires the County to award contracts only to those bidders found to be “responsible.” PCBC 21-30(f)(5). A “responsible” bidder is one “who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.” PCBC 21-8(b)(64). *See also Baxter’s Asphalt & Concrete, Inc. v. Dep’t of Transp.*, 475 So. 2d 1284, 1287 (Fla. 1st DCA 1985) (“‘Responsible’ has been judicially defined to include such factors as[:] degree of experience[,] reputation for performance[,] outstanding obligations[,] integrity[,] and] other matters which might influence the ability to perform the contract”) (quoting *Willis v. Hathaway*, 117 So. 89 (Fla. 1928)).

The government is typically given wide discretion with respect to responsibility decisions for two main reasons. First, the factors for determining a bidder’s responsibility are generally not readily susceptible to reasoned judicial review. Second, such decisions essentially involve a matter of business judgment. Thus, a responsibility decision will be upheld so long as the government relied on facts that rationally support the decision. *Culpepper v. Moore*, 40 So. 2d 366, 369-70 (Fla. 1949) (affirming order finding government properly found lowest bidder to be non-responsible); *Baxter’s Asphalt & Concrete*, 475 So. 2d at 1286-87 (denying challenge to finding of non-responsibility, even though government had awarded it a different contract five days before finding it non-responsible there was a rational basis for finding it non-responsible for the contract at hand).

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Nevertheless, the government's award decision will be set aside if: (1) the government failed to consider an important aspect of the issue or problem before it; (2) the government's explanation for its decision runs counter to the evidence before it or is so implausible that it cannot be chalked up to a difference in view or the product of government expertise; or (3) the decision is based on a mistake or violation of law or procedure. In other words, an award decision will be set aside if it lacks a rational basis or is unlawful. *City of Pensacola v. Kirby*, 47 So. 2d 533, 535-36 (Fla. 1950); *City of Sweetwater v. Solo Constr. Corp.*, 823 So. 2d 798, 801-03 (Fla. 3d DCA 2002) (enjoining award to "most responsible bidder" where government was required to award the contract to "lowest responsive and responsible bidder"); *Overstreet Paving Co. v. State, Dep't of Transp.*, 608 So. 2d 851, 853 (Fla. 2d DCA 1992) (reversing with orders to enter judgment declaring award unlawful, government's refusal to waive a minor irregularity was arbitrary because no reasonable person would decline to award contract to the best-value bidder because of a technicality).

### **III. Analysis**

#### ***A. The County's Finding that Eastern Can Perform at Its Proposed Prices Lacks a Rational Basis***

In *Kirby* the Supreme Court of Florida overturned the government's decision to award the contract to the highest bidder, finding the government's rejection of the lower bidders as non-responsible lacked a rational basis and was hence an abuse of discretion:

As we read the record it reveals that no real consideration was given by the members of the city council as to the qualifications of the various persons who submitted bids for contract. The council made no findings that persons submitting bids lower than the bid submitted by Gevaldo were so lacking in the experience necessary to perform the contract that their bids should be rejected. In the

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face of the charter provision requiring that the contract be awarded to 'the lowest responsible bidder' the council ignored the lower bids and voted to award the contract to Gevaldo, the high bidder, not because of the fact that the lower bidders were not qualified but largely in recognition of the fact that Gevaldo's services in performing his previous contract with the City had been satisfactory.

While the law imposes no mandatory obligation upon a public agency in respect to the letting of competitive contracts that will require the agency in every case to consider the lowest dollars and cents bid as being "the lowest responsible bid" to the exclusion of all other pertinent factors that may be taken into consideration, the law does require that where discretion is vested in a public agency with respect to letting public contracts on a competitive basis, the discretion may not be exercised arbitrarily or capriciously but must be based upon facts reasonably tending to support the conclusions reached by such agency. The record reveals that the discretion exercised by the city council did not rest upon material facts reasonably tending to support the conclusions reached by such agency.

47 So. 2d at 535-36 (citing *Culpepper*, 40 So. 2d 366; *Willis*, 117 So. 89).

More recently, in *All Seasons Air Conditioning v. Fla. Dep't of Transp.*, DOAH No. 17-3184BID (Fla. Div. Admin. Hrgs. Aug. 28, 2017) (RO), the Florida Division of Administrative Hearings ("DOAH") sustained a protest challenging the responsibility of the lowest responsive bidder. In *All Seasons Air Conditioning* the IFB was for a contract with FDOT to install, maintain, repair and replace HVAC systems at 65 facilities spanning a several-hundred mile range along the Florida turnpike. The contract required the vendor to be available 24 hours a day, 7 days a week, 365 days a year. Moreover, under the contract all work would be considered an emergency the contractor would have to respond to within three hours of receiving a service call. As a result, the IFB required bidders to demonstrate their ability to perform by providing examples of past projects from within the last three years that were "similar in size, technical

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scope, and volume of work” to that called for in the IFB. The lowest bidder’s bid was for \$128,630.00, and the references in its bid were: (1) repair 12 HVAC units per year at the same location for \$5,000 a year (5% of the number of HVAC units called for in the ITB, 3% dollar value); (2) repair 8 HVAC units for an unknown price (3% of the work called for in the ITB, unstated dollar value); (3) install 3 HVAC units for \$21,300 (1% of the HVAC units called for in the ITB, 16% dollar value); and (4) installation of two HVAC units for \$17,000 (.8% the number of HVAC units called for in the ITB, 13% dollar value). The second lowest responsive bidder – who was the incumbent – challenged the low bidder’s responsibility. DOAH sustained the protest, finding FDOT had entirely failed to review or consider the low bidders’ references and that even if it had it would have been unreasonable for FDOT to conclude it had the ability to perform.

Here, the County staff who are most familiar with the work to be performed and who will actually be working with the contractor determined that Eastern will probably not be able to perform Group 1 at its low prices and is hence non-responsible. *Willis*, 117 So. 89 (unreasonably low bid supported finding of non-responsibility). *Cf. Ultimate Concrete, L.L.C.*, B-412255.2, 2016 WL 242848, \*12 (Comp. Gen. Jan. 13, 2016) (“the ability of a vendor to perform at the price offered is an issue of contractor responsibility”).<sup>9</sup> Staff’s prediction that Eastern will probably not be able to perform was fundamentally rational since it was based on evidence that shows the County consistently receives unacceptably poor performance from facilities

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<sup>9</sup> *Transdev Servs., Inc. v. S. Fla. Reg’l Transp. Auth.*, CACE1700087, Order Dissolving Ex Parte Injunction, at p. 18 n.4 (Fla. 17th Cir. Ct. Jan. 23, 2017) (“Given the diverse factual scenarios that appear before GAO, its decisions traditionally have been accorded a high degree of deference by the courts, particularly those involving bid protests. While GAO decisions are not binding upon this court, they may be considered as expert opinion, which the court should prudently consider.”) (internal citations and quotations omitted).

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maintenance contractors whose prices are approximately 40% lower than either the next-lowest bidder's or the incumbent contractor's – as Eastern's is in this case.<sup>10</sup> *Kophso v. State*, 84 So. 3d 204, 217 (Fla. 2012) (“To be probable, evidence must be viewed in the light of logic, experience and accepted assumptions concerning human behavior.”). Cf. STEVEN W. FELDMAN, 2 GOV'T CONTRACT AWARDS: NEGOTIATION AND SEALED BIDDING § 18:2 (2017) (“Responsibility decisions are necessarily predictive in nature regarding the firm's future capability to perform; therefore, the agencies are not limited to evidence of the firm's existing resources.”).

Although the County ultimately decided to award the Group 1 contract to Eastern none of the documents produced by the County indicate that the County's rejection of Mr. Campbell's analysis has a rational basis. Other than Mr. Rauch's unsupported, self-serving statement that Eastern could perform at its bid prices, *Kophso*, 84 So. 3d at 217; *Norman v. Padgett*, 125 So. 3d 977, 978 (Fla. 4th DCA 2013) (reversing verdict: “The sufficiency of the evidence is an issue of law reviewed *de novo*.”), there are no documents showing that whoever ultimately decided Eastern was responsible either: (1) based his or her decision on counter-evidence that would lead a reasonable person to reject Mr. Campbell's recommendation and articulated a rational explanation as to why that counter-evidence actually caused him or her to reject Mr. Campbell's recommendation; or (2) articulated a rational explanation as to why Mr. Campbell's recommendation should be rejected notwithstanding a lack of counter-evidence. Thus, the County's decision to award the Group 1 contract to Eastern lacks a rational basis. *Kirby*, 47 So. 2d at 535-36; *All Seasons Air Conditioning*, DOAH No. 17-3184BID, ¶ 58 (“[F]DOT's failure to

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<sup>10</sup> Moreover, the County recommended proceeding with the Eastern for Group 2 because its bid was only 14% less than the incumbent's price. **Exhibit 7**, Pricing Analysis for Group 2.

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consider whether Blue's prior experience is specifically related to HVAC maintenance, repair, installation, and replacement services of commercial facilities similar in size, technical scope, and volume of work to that specified in the scope of work, is arbitrary and capricious. [F]DOT simply cannot ignore the experience criteria it put in the ITB").<sup>11</sup>

Based on the above, the County should find Eastern to be non-responsible for Group 1 and award the Group 1 contract to Thyssenkrupp.

***B. The County Failed to Reasonably Consider Eastern's Recent Bankruptcy***

The Solicitation establishes that whether or not a bidder had been in bankruptcy over the last three years was relevant to the question of bidders' responsibility. **Exhibit 1**, Solicitation, at pp. 41, 53. *Volusia Cnty. v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 131 (Fla. 2000) ("where the determination of the issues of a lawsuit depends upon the construction of a written instrument and the legal effect to be drawn therefrom, the question at issue is essentially one of law only") (internal quotations omitted). Notwithstanding the fact Eastern lied in its bid by stating it had not been in bankruptcy in the past three years, **Exhibit 8**, Bid of Eastern Elevator Services, Inc., the County was aware of Eastern's recently discharged fraud-related bankruptcy because it was informed of it by Thyssenkrupp in the 2016 Bid Protest and its November 2, 2017 letter in support of the proposed finding of non-responsibility. **Exhibit 2**, 2016 Bid Protest, at pp. 7-10; **Exhibit 13**, November 2, 2017 Letter in Support of Proposed Finding of Non-Responsibility, at pp. 2-5.<sup>12</sup> The County has yet to produce any records that indicate the County ever considered the impact Eastern's recent fraud-related bankruptcy would have on Eastern's

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<sup>11</sup> To the extent that there are additional documents that the County has not produced yet on this issue, Thyssenkrupp will address them upon receipt

<sup>12</sup> Incorporated by reference.

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ability to perform when it found Eastern to be responsible. This was arbitrary and capricious, especially in light of the red flags raised by County staff about Eastern's ability to perform at its unrealistically low prices.

Recently, in *Remington Arms Co., LLC v. U.S.*, 126 Fed. Cl. 218 (2016), the United States Court of Federal Claims overturned a responsibility decision because the government failed to adequately consider the impact the awardee's recently resolved bankruptcy would have on its ability to perform:

It is well-settled that a contract may be awarded to only responsible offerors. 48 C.F.R. § 9.103(a); *see Bender Shipbuilding*, 297 F.3d at 1361. Thus, before awarding any contract, the CO must "make[ ] an affirmative determination of responsibility." *Bender Shipbuilding*, 297 F.3d at 1361 (quoting 48 C.F.R. § 9.103(b)). The fact that Colt was in bankruptcy is not determinative in this case. As Remington acknowledges, the Federal Circuit found in *Bender Shipbuilding* that the pendency of a bankruptcy proceeding does not preclude a responsibility finding. Remington argues, however, that this case is distinguishable from others where the responsibility determination was upheld, primarily because at the time the responsibility determination was made it was not certain whether Colt would be reorganized, sold, or even liquidated. Colt's lease arrangement, and thus production capability, was also uncertain. Remington argues that the [Contracting Officer or "CO"] failed to adequately address how Colt could be responsible in such circumstance. Remington concludes that the CO therefore had no rational basis for concluding that Colt could perform the contract.

The government and Colt argue that the CO carefully considered Colt's financial status and did not ignore negative information and that the CO rationally determined based on the information she received from Colt's management and from the bankruptcy filings that Colt was financially capable and would have access to the facilities it needed to perform the contract.

For the reasons that follow, the court finds that the CO's finding that Colt had the necessary production capability to perform the

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contract at the time she made her responsibility determination is not supported by the record. First, the court finds that the CO's stated reasons for disregarding the DCMA report were insufficient in light of the bankruptcy court record before the CO. The CO stated that the [Defense Contract Management Agency or "DCMA"] report was based on old information, and that she had discussed Colt's current situation with Colt's management. In explaining why she diverged from the DCMA report, the CO noted that "Colt's financial status is now being closely monitored by the Bankruptcy Court." But the fact that Colt's status was monitored does not mean that the bankruptcy court would or could ensure Colt's continued viability, which the record in the bankruptcy court demonstrates was highly in doubt at the time of the responsibility determination. Nor does the CO explain how any more recent data would have altered the DCMA's conclusion based upon supposedly out of date information.

During the CO's September 10, 2015 call with Colt's management, Colt represented to the CO that it was "very close" to reaching agreement on a restructuring plan that would allow it to exit bankruptcy. Colt cautioned that such a deal would have to be consummated by September 30, 2015. The CO signed the responsibility determination on September 23, 2015, thirteen days after that telephone conversation. By this time, the deadline for finding a 363 buyer had expired, no buyer had come forward, and no restructuring deal was in place. Indeed, at that time the parties to the bankruptcy case were embroiled in litigation. The CO states that she reviewed all of the filings in the Bankruptcy Case. Thus, she knew, or should have known, that the bankruptcy outcome was uncertain. In light of these facts, the court finds that it was not reasonable for the CO to rely only on Colt's representations to support her conclusion that Colt was financially able to perform the contract. The self-serving comments from Colt's own employees were not consistent with the facts identified in the bankruptcy court records.

In addition, and equally importantly, the CO's conclusions regarding Colt's ability to manufacture M4s at its West Hartford facility are also unsupported. The lease on the Hartford facility was unresolved and the subject of litigation at the time she issued her responsibility determination. Though Colt informed the CO that it intended to stay in the facility, the bankruptcy record shows that that decision did not appear to be within Colt's control. The CO's



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determination did not mention the fact that Colt's creditors had accused Colt's landlord of using control over the West Hartford Facility as a means of maximizing its claims in the bankruptcy case and that Colt's ability to stay at the facility was uncertain.

It is for these reasons that the government and Colt's reliance on *Bender Shipbuilding* to support their contention that Colt's bankruptcy did not bar a responsibility finding is misplaced. The facts of this case differ sharply from *Bender Shipbuilding*, in which the Federal Circuit found that the CO's responsibility determination was based on ample evidence in the record to show that the company was financially able to perform. In *Bender Shipbuilding*, the CO relied upon a DCMA report finding that the awardee "has satisfactorily demonstrated the requisite financial capabilities necessary for performance." *Bender Shipbuilding*, 297 F.3d at 1361. The CO also considered the fact that the awardee's parent company had guaranteed the awardee's performance, and reports and surveys stating that the awardee would acquire the necessary capital from the parent company's sale of another subsidiary. *Id.* at 1362. In this case, Colt could not give the CO any comparable assurances. Instead, the CO relied on Colt's stated expectations of how and when the bankruptcy proceedings would be resolved without undertaking an investigation into the reasonableness of those expectations. Under these circumstances, the court finds that the CO's decision to take Colt's word that the lease situation would shortly be resolved and that Colt would emerge largely intact from bankruptcy, when those statements were largely contradicted by Colt's filings in the bankruptcy case, was arbitrary and capricious. *See Alabama Aircraft*, 586 F.3d at 1375 (agency action is arbitrary and capricious when the agency "offered an explanation for its decision that runs counter to the evidence before the agency....").

Colt has argued that because it has now exited bankruptcy, and has entered into a long-term lease for the West Hartford facility, the case is moot. However, Remington's protest was not limited to the fact that Colt was in bankruptcy, but challenged the CO's evaluation of the precarious financial situation that led Colt to file for bankruptcy in the first place. Though Colt has emerged from bankruptcy, the Disclosure Statement attached to its Second Amended Joint Plan for Reorganization contains approximately thirty pages of acknowledged risks to Colt's creditors, including substantial indebtedness. The CO has not yet evaluated these risks,

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and as such the court has determined that the case is not moot. Nor does the fact that the army has placed an initial order with Colt render the case moot, because the agency anticipates issuing additional task orders in the future. *See Furniture by Thurston v. United States*, 103 Fed.Cl. 505, 515 (2012)

126 Fed. Cl. 230-232 (further internal citations omitted).

In sum, if it was arbitrary and capricious in *Remington Arms* for the government to find the awardee to be responsible notwithstanding the extensive analysis conducted on the awardee's recently resolved bankruptcy, it was arbitrary and capricious for the County to conduct no analysis on the impact Eastern's recently resolved fraud-related bankruptcy would have on its ability to perform at its fire-sale prices. *Kirby*, 47 So. 2d at 535-36. The County should remand this matter so that the question of Eastern's responsibility to perform the Group 1 contract can be considered in a rational and reasonable manner.

***C. Eastern is Non-Responsible Because it is Delinquent on its Federal Taxes***

The Solicitation provides “[n]o award will be made to a Vendor who is delinquent in payment of any taxes [. . .] due and owed to the County[.]” **Exhibit 1**, 2017 Solicitation, at p. 25. In other words, bidders who are delinquent on County taxes are non-responsible (i.e., lack “the integrity and reliability which will assure good faith performance”) and hence ineligible for award. Here, although Eastern may not be delinquent on its County taxes it is delinquent on its federal taxes. Moreover, the County was aware of Eastern's tax delinquency by virtue of Thyssenkrupp's 2016 Bid Protest.

The Solicitation does not, strictly speaking, require the County to find a bidder who is delinquent on its federal taxes to be non-responsible. Nevertheless, in Florida it is basic that the government's “discretionary power [i]s never intended to be exercised in accordance with whim

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or caprice [ ]or in an inconsistent manner. [ . . .Thus,] cases essentially alike should reach the same result. Different results reached from substantially the same facts comport with neither logic nor reasonableness.” *Canakaris v. Canakaris*, 382 So. 2d 1197, 1203 (Fla. 1980).<sup>13</sup> *Adolphus v. Baskin*, 116 So. 225, 225-26 (Fla. 1928) (enjoining award: “[T]he reasonable exercise of power by [ . . .] governmental authorities is always required as a matter of public policy and fidelity to the public trust. [ . . .] Unreasonable action taken under color of authority that materially affects substantial rights of persons and of taxpayers is contrary to the principles upon which our system of government is founded.”) (emphasis in original).

In sum, it would be irrational and hence an abuse of discretion, *Kirby*, 47 So. 2d at 535-36, for the County to simultaneously conclude a bidder is non-responsible when delinquent on County taxes but responsible when delinquent on federal taxes. The County should therefore find Eastern to be a non-responsible bidder, rescind the recommended award, and award the Group 1 contract to Thyssenkrupp as the lowest responsive and responsible bidder. *Wofford v. Wofford*, 20 So. 3d 470 (Fla. 4th DCA 2009) (reversing: “As *Canakaris* teaches: [ . . .]cases essentially alike should reach the same result. Different results reached from substantially the same facts comport with neither logic nor reasonableness.”); *Republic Fed. Bank, N.A., v. Doyle*, 19 So. 3d 1053, 1054 (Fla. 3d DCA 2009) (decisions that violate *Canakaris*’ “similar facts, similar results” rule “constitute[] an abuse of discretion in the most basic sense of that term”).

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<sup>13</sup> *Cf. Nat’l Council of Resistance of Iran v. Dep’t of State*, 373 F.3d 152, 156 (D.C. Cir. 2004) (“To explain our decision [ . . .] we used a mathematics metaphor – specifically, the transitive property: Logically, indeed mathematically, if A equals B and B equals C, it follows that A equals C.”) (internal citations and quotations omitted).

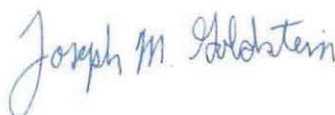
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**IV. Conclusion**

The County should find Eastern to be non-responsible for Group 1 and award the Group 1 contract to Thyssenkrupp. In the alternative the County should remand the matter so that the question of Eastern's responsibility to perform the Group 1 contract can be considered in a rational and reasonable manner. The County should also provide Thyssenkrupp with all other relief the County deems fit.

Sincerely,

SHUTTS & BOWEN LLP



Joseph M. Goldstein  
Andrew E. Schwartz

cc: Glenn Miller, Assistant County Attorney ([gmler@broward.org](mailto:gmler@broward.org))

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<sup>14</sup> Incorporated by reference.

<sup>15</sup> Incorporated by reference.

<sup>16</sup> Excel format.

<sup>17</sup> Incorporated by reference.

# **Exhibit 1**

**SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)**  
**Elevator and Escalator Maintenance and Repair Services**

- A. Scope: Vendors are invited to respond for an open-end contract to provide Elevator and Escalator Maintenance and Repair Services for the Facilities Maintenance Division and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later and shall terminate two (2) years from that date. The Director of Purchasing may renew this contract for three (3) one year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

- B. Specifications and Requirements: **Specifications and Requirements**, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.
- C. Office of Economic and Small Business Requirements: Not applicable to this solicitation.
- D. Federal Transit Administration Requirements: Not applicable to this solicitation.
- E. Vendor Responsibilities: The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.
- F. Maintenance and Service Requirements  
Scheduled preventive maintenance visits, in the frequency specified within the specifications and requirements includes: clean, inspect, and replace parts which appear worn and in need of replacing.

All parts, labor and travel, including consumable items, are to be included. Only new or OEM refurbished parts (no third party parts) which are equal or better quality than the component being maintained shall be used for replacement parts.

All maintenance and repairs shall be done by certified trained elevator and escalator technicians.

Repair calls to be done on an as requested basis during normal business hours; Monday – Friday, 8:00 am – 5:00 pm, excluding holidays.

Response time shall be as indicated within the specifications and requirements. Vendors who cannot meet this response time may be deemed non-responsive.

Payments will be made in arrears, after receipt and approval of proper invoices.

G. Licensing Requirements:

Proof of licensing should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

In order to be considered a responsible and responsive Vendor for the scope of work set forth in this solicitation, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of solicitation submittal. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the County, will be considered responsible and responsive to the solicitation.

State: A REGISTERED ELEVATOR COMPANY

OR

County: ELEVATOR INSTALLATION AND MAINTENANCE  
CATEGORY – CLASS "E" CONTRACTOR – DOE1B

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

- H. Public Bid Disclosure Act: In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit, license and/or fee which the Contractor will have to pay the County by virtue of this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The Facilities Management Division will be responsible for all permits and fees imposed upon the work by Broward County Commission Agencies for their projects. All other County agencies utilizing this contract shall be responsible for paying County Commission agency permits and fees for their respective projects. The Contractor is responsible for applying for the permit and must contact the Project Manager to arrange for payment directly to the issuing entity.



I. Permits and Fees: (for Agencies other than Broward County Commissioners) The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc., shall be included in price bid except where noted in the specifications and requirements.

J. ALLOWANCE (PASS-THRU) ITEMS: (Estimated Total \$70,000 Annually):

- **MISCELLANEOUS PARTS AND MATERIALS:**

Estimated in the amount of \$60,000 annually for Group 1 Units

Estimated in the amount of \$10,000 annually for Group 2 Units

1. GENERAL REQUIREMENTS

- a) Payments for the Pass-thru cost allowances shall be in accordance with Section L below. These items include miscellaneous parts and materials used for maintenance and repair activities.
- b) In situations where the County elects to have the Contractor supply parts, materials and/or equipment and no prices for same have been established in this contract, the cost of these items will be on a "Pass-Thru" basis, i.e., Contractor will charge County the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of Contractor's invoice(s) from its supplier for such parts, materials or equipment rental shall be submitted with Contractor's invoice for payment. In cases where Contractor manufactures his or her own parts, he or she will charge County a price no higher than he or she charges his or her most favored customer. County reserves the right to request verification.
- c) Proof of the pass-thru cost shall be submitted with invoice to Accounting in order for invoice to be processed for payment, with a copy of the costs invoice sent to the Contract Administrator of the Agency requesting the services. No markup will be permitted for these pass-thru costs. COUNTY reserves the option to purchase and furnish parts if COUNTY determines that the prices submitted by Contractor are not fair and reasonable.

2. PASS-THRU ITEMS

1) PARTS AND MATERIALS

Allowance for purchase of parts and materials for undefined and unanticipated items required for completion of services specific to repair and maintenance of elevators and escalators as the need requires. Payment will be made at Contractor's cost with no "mark-up" and shall be approved by the Contract Administrator.

**The total annual amount of \$70,000 for Parts and Materials is an estimate only will be automatically included in the total price bid.**

K. Payment:

Purchase Orders will be issued to the successful bidder after contract award and after receipt of documents specified herein. Payment for all goods and services shall be made in a timely manner, in accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act and the Broward County Prompt Payment Ordinance (No. 89-49), as amended, and in accordance with Section 11 of the GENERAL CONDITIONS of this solicitation.

If the solicitation includes an allowance amount for permits, parts on a pass-thru, or other identified types of allowances, the following shall apply to payment of allowances:

1. The allowance amount and scope of allowance is identified in the solicitation's Specifications and Requirements.

2. The allowance amount is an estimate only; payment is not guaranteed and is only paid based on actual costs incurred by the Vendor for the identified allowance.
3. The Contract Administrator or designee must authorize use of any allowances (per Specifications and Requirements) prior to Vendor incurring costs related to an allowance amount.
4. No markup or additional fees are allowed on payment of allowance items. This includes, but is not limited to, overhead, profit, "runner's fees", etc.
5. Allowances for Permit Fees: payment for permit fees does not include licenses, permit expediting services, re-inspection fees, and expired permit fees. Proof of permit fee(s) shall be submitted with Vendor's invoice for payment.
6. Allowance for Parts on a Pass-Thru: Vendor must charge the County the same invoice prices as it is charged by its suppliers. A copy of the Vendor's invoice(s) from supplier(s) for approved parts and materials shall be submitted with the Vendor's invoice for payment. In cases where the Vendor manufactures its own parts, Vendor will charge the County a price no higher than it charges its most favored customer.

END OF SECTION

## **SPECIFICATIONS AND REQUIREMENTS**

### **1. SCOPE:**

- 1.1 Broward County is requesting competitive bids from qualified, experience and properly licensed and insured contractors to furnish comprehensive preventive maintenance and repair services for elevators, escalators and lift. 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 the elevator(s) and escalator(s) listed in this contract. Any failure of the Contractor to comply with these conditions may be cause for terminating the contract.
- 1.2 The Contractor shall maintain the covered equipment using skilled maintenance technicians and crews trained to furnish and perform elevator, lift, and escalator equipment and repair services. The Contractor will maintain all vertical transportation systems and equipment in full compliance with applicable codes and permit/license conditions at all times as required by the State of Florida Department of Business and Professional Regulation, and other applicable codes, standards, and requirements as stipulated herein. Regularly and systematically, perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, contractor will repair or replace the components listed below if the repair or replacement is necessitated by normal wear and tear.
- 1.3 Successful bidder shall be responsible for furnishing all labor, tools, materials, equipment, supervision, and complete mechanical maintenance service, preventive maintenance, emergency service and replacement of worn or defective parts and devices for elevators located at various locations within Broward County as specified and as required during the period of the Contract.
- 1.4 The County reserves the right to perform an inspection of Contractor's repair and warehouse facilities prior to award and any time during the term of the contract.

### **2. DEFINITIONS:**

- ANSI - American National Standard Institute
- ASME - American Society of Mechanical Engineers
- Bid Proposal - means an offer submitted by a prospective vendor in response to an invitation for Bid (IFB) issued by a Purchasing Division; becomes a contract upon acceptance by the buyer
- Board - means the Broward County Board of County Commissioners
- Callback - a request that requires a check of an elevator other than the regularly scheduled maintenance usually, during regular working hours. Contractor shall respond by phone within thirty-(30) minutes and on site within two (2) hours, unless other arrangements are made with the Project Manager or designee. Replacement of burnt-out bulbs shall not be considered a callback
- Contract Administrator – one who has the responsibility to ensure that the provisions of each contract are complied with by both the County and the Contractor
- Contractor - means the successful bidder who is awarded the Contract
- Group 1 Equipment - means elevators and escalators doing continuous duty a minimum of ten (10) hours a day and have four landings or more. Failure of this equipment would jeopardize operations

- Emergencies - an emergency shall be defined as an entrapment in an elevator, major or multiple system outages, or other situation that results in an extraordinary customer service impact to the users at Broward County facilities. In the event of an emergency as may be declared by the Broward County maintenance representative, the Contractor shall dispatch a technician to Broward County immediately
- Emergency call back service - a check of a system other than the regularly scheduled maintenance and is subject to a response time. The Contract Administrator or designee shall request emergency call back service. Response time shall be within fifteen (15) minutes by phone and one (1) hour on site, unless other arrangements are made during phone call back. This applies to response time twenty-four (24) hours a day, seven (7) days a week
- IUEC - International Union of Elevator Constructors
- Group 2 Equipment – elevators doing continuous duty less than ten (10) hours a day and have three (3) or less landings where failure of the equipment would not seriously jeopardize County operations
- Obsolete Parts – parts and components for equipment either 20 years or more years from original installation or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by re-fabrication
- Other Hours: Monday thru Friday, 5:01 PM thru 7:59 AM, including all day Saturday, Sunday and County Holidays, pre-scheduled with the Contract Administrator, Project Manager or designee prior to performance of work
- Preventive Maintenance - means planned maintenance inspections, tests, adjustments, cleaning and similar activities carried out with the intention of preventing malfunctions from occurring during operation
- Project Manager or their designee - the ranking managerial employee for each project, or an employee expressly designated by Facilities Management Division. The primary responsibilities of the Project Manager are to coordinate and communicate with the Contractor and to manage and supervise services provided under the terms and conditions of this contract
- Regular Business Hours: Monday thru Friday, 8:00 AM thru 5:00 PM, pre-scheduled with the Project Manager or designee
- Response Time - shall mean the time from when a dispatch operator receives a phone call from the County to the time a service technician arrives on-site
- Upgrades - shall mean to improve the function/ability or to increase the value of the equipment or service
- Using Division (Agency) - The Division that is requesting the service on this bid solicitation

### 3. **PRE-MAINTENANCE SITE INSPECTIONS:**

The County recommends bidders to visit each of the sites to be covered by this contract to perform a field survey of the equipment to be maintained before submitting their bid. Each bidder should become familiar with any local condition, which may in any manner affect the work to be done, and the equipment, materials, labor and services required.

The bidder should examine carefully the specifications and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. The bidder is cautioned that no modification or any changes will be allowed in the pricing because of the failure of the bidder to have visited the site or to have attended the pre-bid conference.

**4. VALUE ADDED PARTNERSHIP:**

Broward County intends for this solicitation to result in a partnership with the Contractor. Broward County desires a long-term relationship with a Contractor in which common goals are shared. Among these goals are:

- 4.1 Fair and equitable treatment of Contractor and County.
- 4.2 Contractor expertise in methods of cost reduction. Contractors are encouraged to suggest ways in which costs can be reduced by product substitution, process modification or other means.

**5. QUALIFICATIONS:**

- 5.1 Contractor's facilities must be equipped with, or Contractor must have access to the following:
  - a. Machine shop facilities containing a minimum of two lathes, drill press, power hacksaw, milling machine and a ten-ton hydraulic press. One of the lathes should 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.
  - d. Testing facilities with reversing ammeters, reversing voltmeters, and power sources capable of supplying voltages from 0 to 600 volts AC or DC. Provide a list of any other testing equipment on hand for adequate testing and analysis in case of problems and for preventive maintenance.
- 5.2 In lieu of the above, the Contractor may have replacement parts that would make these machines and tools unnecessary.
- 5.3 Contractor's main operating facilities should be equipped with a motor repair shop capable of rewinding field coils, brake coils and armatures for use in elevators similar to those included in the specification; or bidder shall supply, upon request, the name(s) and address(es) of a separate business or company, which they subcontract with for this service.
- 5.4 Contractor must be fully equipped and capable of meeting all specifications and requirements of this Contract. The importance of the elevators covered by these specifications require that they be maintained in a satisfactory and safe operating condition in accordance with these specifications, therefore, Contractor's facility should be located in a proximity to the equipment being serviced and be equipped with spare parts as specified in Section 23 - Replacement Parts, which allows for prompt service and adherence to required response times for service calls, emergencies, and callbacks.
- 5.5 The Contractor shall only use skilled, competent, trained elevator personnel having a minimum experience of three-(3) years as an elevator mechanic in maintaining elevator systems similar to those listed on the Item Response Sheets. This requirement is deemed to be in the best interest of the public inasmuch as the Contractor's failure or inability to have such competent personnel to furnish items/services can create emergencies and impose unnecessary hardship on both the County as a municipal corporation and the public at large.

**6. QUALITY CONTROL CLAUSE:**

The Contractor shall establish a complete Quality Control Program to assure the

requirements of the Contract are provided as specified. Prior to initiation of service, the Contractor shall develop and submit a draft written routine Quality Control Program and submit to the Project Manager within ten-(10) business days of request by the County. Upon receipt of the Quality Control Program, the Project Manager will render a decision regarding its acceptability within five-(5) working days. If aspects of the Quality Control Program are incomplete or disapproved, the Contractor shall have three-(3) working days to submit revisions. The Contractor's Quality Control Program should be provided to the Project Manager and Building Manager at each location. The program will include, but not be limited to the following:

- 6.1 A preventive maintenance schedule covering each of the elevators stated on the Item Response Sheets. It should specify units to be inspected on a scheduled basis and the individuals who will do the preventive maintenance.
- 6.2 A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.
- 6.3 The Contractor shall perform an annual survey of all elevators to verify the units conform to manufacturer's original specifications. A copy of all annual surveys and field audits relating to County elevators should be provided to the Project Manager. The annual surveys for the elevators should be provided to the Project Manager to review three to six months prior to the expiration of each contract period. (See also Sections 7.18 – Contractor Responsibilities and 18 – Scheduled Equipment Evaluations).
- 6.4 Contractor shall have a plan in place to periodically conduct field audits of all personnel to maintain quality standards.
- 6.5 Contractor's performance and timely response to emergency service/repair calls shall be carefully monitored. Failure to adhere to the 15 minute response time by phone and one-(1) hour on site response time may be cause to cancel the contract.
- 6.6 Complaints processed through the Purchasing Division are to be corrected within 14 days of formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints within 14 calendar days may result in the cancellation of this contract.

## **7. CONTRACTOR RESPONSIBILITIES:**

- 7.1 Provide competent supervision.
- 7.2 Provide competent well-trained workers, familiar with all manufacturer(s) for equipment listed in this Solicitation. Contractor agrees to utilize only experienced responsible people in the performance of work.
- 7.3 The Contractor shall designate at least one-(1) primary and one-(1) additional backup primary technician assigned to the account who shall perform primary elevator and escalator maintenance and repair services at Broward County in order to ensure service continuity and technician familiarity with the facilities and service issues unique to Broward County.
- 7.4 The Contractor shall maintain and keep an archived maintenance history, used by the technician to record completed work. The maintenance history shall indicate the last completion date for each procedure by unit. In addition, the history shall be maintained throughout the life of the contract, as may be amended, renewed, or extended, and for no less than three years after final payment on the contract, so that procedures completed in year prior to the current year are properly documented.
- 7.5 The documentation system shall include all reports of elevator and escalator

service requests placed by the County and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered, and the steps or actions taken to correct the problem, and whether the issue was performed as a callback service preventable under the preventive and predictive maintenance control program, or as a billable service not otherwise preventable under the preventive and predictive maintenance control program. These records shall also be kept on an individual unit basis.

- 7.6 The Contractor shall maintain maintenance accounting records and other evidence pertaining to the services furnished under this contract and make such materials available at its offices at all reasonable times during the Contract period and for three years (and as required by Federal law and/or regulations) from the date of the final payment under the Contract. This shall be for inspection by Broward County or by any other governmental entity or agency participating in the funding of the Contract, or any authorized agents thereof. The Contractor if requested will furnish copies of said records. Such records shall include those documents and records that represent the Contractor's acquiring or delivering the products and services governed by the contract.
- 7.7 Contractor employees shall be trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- 7.8 The Contractor's employees must document arrival and departure times in the designated Contractor Log Book for the facility. If the logbook is not available, the Contractor's employees must contact the Project Manager or designee to notify them of their arrival and departure times.
- 7.9 All employees of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under his sole discretion and not an employee or agent of Broward County.
- 7.10 The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.
- 7.11 Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed, at the contractor's expense. Whenever disposing of hazardous material, the Environmental Protection and Growth Management Department (EPGMD) shall be contacted by Contractor for proper disposal instructions. This requirement shall be solely the Contractor's responsibility. Contractor shall keep the Project Manager informed.
- 7.12 The Contractor shall be responsible for obtaining and paying for any non-County agency permits/inspection fees required for repairs. Contractor will invoice the County for reimbursement. Permits/fees shall be on a "pass thru" cost basis. (See also Section 30 - Payment.)
- 7.13 Contractor shall comply with all current 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.
- 7.14 At all times, the Contractor's on-site senior ranking employee at any County facility must be able to read, speak and clearly communicate in the English language.
- 7.15 The Contractor shall be responsible for all repairs, performance of all equipment, parts, and services specified in this Solicitation. The Contractor is in no way relieved of the responsibility for the performance of all equipment, parts, repairs

furnished, or assuring the timely delivery of materials, parts, even if it is not of their manufacturer.

- 7.16 The Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The Contractor shall be responsible for any damage to the facility or any equipment because of work performed by the Contractor. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of Broward County.
- 7.17 The Contractor must be familiar with the current Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this contract and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
- 7.18 Contractor shall assign a service representative who will visit the Project Manager on a regular scheduled basis to discuss the elevator needs, service and any matters relating to the maintenance of the elevators. This should be coordinated with the annual survey and contract renewal period. (See also Paragraphs 6.3 – Quality Control Clause and 18 – Scheduled Equipment Evaluations.)
- 7.19 The Contractor shall be responsible for notifying the Project Manager of any warranties or guarantees, and the terms contained therein covering replacement components.
- 7.20 The elevator contractor shall be responsible for training all security personnel assigned to Broward County facilities in procedures to be taken when an elevator shuts down. This includes what to look for and what steps should be taken before calling for service in order to reduce unnecessary callbacks. The training should be done at least once a year or when requested by the Project Manager to train new personnel. The procedures shall be put in writing and provided to each security location for reference. However, this in no way relieves the elevator contractor of responding to call backs when requested.
- 7.21 The Contractor's service manager, office personnel and each mechanic and backup personnel who will be performing service for this contract shall read and be familiar with the requirements of this contract.
- 7.22 The Contractor shall make available a competent company representative who can be contacted during regular working hours (8AM – 5PM) and who is authorized to discuss matters pertaining to the contract.

#### **8. BROWARD COUNTY RESPONSIBILITIES:**

- 8.1 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.
  - a. Provide electrical power for the elevator.
- 8.2 Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center.
  - a. Provide a safe and dry on-site storage area for elevator material.
- 8.3 Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed.
- 8.4 Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on



normal power supply with two wires from this contact to one elevator controller.

- 8.5 Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such a full load down.
- 8.6 Provide conduit between the elevator shaft and remote locations for the intercom master station and elevator monitoring system displays.

**9. EMERGENCY SERVICES:**

- 9.1 The Contractor shall provide emergency call back service for all equipment covered by this contract, 24 hours a day, seven-(7) days a week at no additional cost to the County. "Call back service" shall be defined as a customer request that requires a check of an elevator other than the regularly scheduled maintenance.
- 9.2 In the event the elevator contractor is called for emergency service and it is determined that another contractor (i.e., electrical, telephone) is responsible, there will be no charge to the County for the call.

**10. EMERGENCY RESPONSE TIME:**

Contractor must respond by phone to all requests for emergency call back service within 15 minutes after receiving the call from the Project Manager or designee. Response time on site for emergency call back service shall not exceed one-(1) hour, unless other arrangements have been made with the Project Manager or designee.

**11. BUILDINGS OPEN 24 HOURS:**

- 11.1 Public Safety Building, Governmental Center and Parking Garages, Main Courthouse and Broward County Governmental Center West (One University Drive) are open 24 hours a day and have security on duty 24 hours a day. South Regional Courthouse and Main Library are staffed by security personnel when open. Emergency Operations Center is served by security during activation.
- 11.2 Under no circumstances is an elevator/escalator mechanic to leave a job site when an elevator/escalator is not working until checking with security to report on the status of the work. Under no circumstances should a mechanic leave a job site before 5:00 p.m. without the equipment in service and without checking with security to see if overtime is authorized to get the equipment in working order.

**12. WARRANTY:**

- 12.1 All materials, labor and quality of work for repair services, replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one-(1) year from date of completion and acceptance or manufacturer's warranty, whichever is greater.
- 12.2 The Contractor is required to expressly warrant that all replacement parts are new and free from defects, warranted for the merchantability and meet or exceed the performance specifications of the original equipment.

**13. QUALITY OF WORK:**

- 13.1 Where not more specifically described in any of the various sections of these specifications, quality of work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

- 13.2 On-site observation and monitoring shall take place at the discretion of a Broward County representative during all phases of work. A Broward County authorized representative may inspect, monitor or review any work performed as determined necessary and appropriate.

**14. PREDICTIVE MAINTENANCE:**

- 14.1 Predictive Maintenance shall be installed on all equipment capable of utilizing it. Contractor shall install devices on equipment to monitor the use of the equipment and to provide information required to maintain a predictive maintenance program.
- 14.2 Vendors should submit with their bid detailed information on technical support available to their service mechanics. Vendors who offer this service should have similar Predictive Maintenance remote monitoring at other locations in Broward, Dade, or Palm Beach County and be able to provide a demonstration if requested.

**15. GENERAL INSTRUCTIONS: MAINTENANCE:**

- 15.1 During the regular, normal working hours of the industry, the Contractor shall furnish maintenance and repair service on the elevators as listed, which includes regular and systematic inspections at not less than the frequency indicated on Item Response Sheets. Contractor should also provide emergency call back service during or outside of regular working hours.
- 15.2 The Contractor should provide all required parts and materials to maintain all equipment listed in Item Response Sheets. Cost for parts, components and materials listed in Paragraph 19 below should be included in the monthly maintenance cost on item Response Sheets. Payment for parts, components and materials not included below, shall be at Contractor's cost. (See Sections 30.12 and 30.13 - Payment).
- 15.3 The Contractor shall provide the following labor force.
  - a. Group 1 Equipment: 1 Full Time Mechanic and 1 Full Time Helper
  - b. Group 2 Equipment: 1 Full Time Mechanic and 1 Part Time Helper
- 15.4 The maintenance personnel representing the Contractor must report to the Project Manager or designee at each location before starting any service work. When work is completed, the technician must provide a legible work ticket, detailing all services performed, and have it signed by the Project Manager or designee. The Contractor should also maintain all service records for each elevator in the contract.
- 15.5 Service mechanic shall repair any observed defects at the time of preventive maintenance visitation.
- 15.6 In the event the Contractor discovers a unit requiring major repair during the regularly scheduled preventive maintenance that is not covered by this contract, the Contractor shall promptly notify the Project Manager. The County must authorize any work not covered by this contract.
- 15.7 Any such repairs or recommendations MUST be recorded on the maintenance records.
- 15.8 All work shall be performed in accordance with 1996 ANSI/ASME A17, or latest edition, and the Florida Accessibility Code, latest edition.
- 15.9 Contractor will be responsible for all costs for repairs due to failure to provide preventive maintenance.
- 15.10 Contractor shall be responsible for the disposal of all hazardous waste materials

that are a result of maintenance or repair work performed by the contractor or his employees.

- 15.11 Contractor will provide Project Manager a written report after each inspection/maintenance at each location. The report must include the checklist of all items inspected, the readings taken and all tasks performed for each piece of equipment, and must be legible.
- 15.12 The Contractor shall maintain all equipment under this contract in first-class operating condition to comply with all requirements of the latest editions of ASME A17.1 (Safety Code for Elevators and Escalators), ASME A17.2, and ASME A17.2.1 and A17.2.2 (Inspector's Manual), ASME A17.3 (Elevator and Escalator Code Requirements for Alterations, Maintenance and Existing Installation); the latest edition of Florida Accessibility Code as it relates to elevators and all applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME codes and Inspector's manual shall be used as a guide to establish that the equipment is operating safely.
- 15.13 Cleanliness of the machine rooms is considered essential and is the responsibility of the Contractor.
- 15.14 The Contractor shall maintain the 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 manufacturer's specifications or by code requirements.
- 15.15 Contractor shall coordinate any major shut downs for preventive maintenance with the Project Manager or designee at each location. In the event the Project Manager requests preventive maintenance or major repairs to be performed after normal working hours, weekends or recognized holidays of the elevator trade, Contractor will be compensated as per Sections 30.5 and 30.6 - Payment.
- 15.16 The Contractor shall perform inspections after normal working hours (MONDAY THROUGH FRIDAY, 8AM-5PM) at the following locations.
  - GOVERNMENTAL CENTER, 115 S ANDREWS AVE, FT LAUD, FL
  - GOVERNMENTAL CENTER ANNEX, 115 S ANDREWS AVE, FT LAUD, FL
  - BROWARD COUNTY JUDICIAL CENTER (BCJC), MAIN COURTHOUSE, NORTH WING, EAST WING, 201 SE 6TH ST, FT LAUD, FL
  - JUDICIAL COMPLEX (MIDRISE BUILDING), 540 SE 3RD AVE, FT LAUD, FL
- 15.17 Estimated Average Inspection Hours:
  - Traction Equipment = 8 Hours
  - Hydraulic Equipment = 4 Hours
  - Escalator Equipment = 8 Hours
  - Dumb Waiter Equipment = .5 Hours
- 15.18 Estimated Minimum Maintenance Hours per month:
  - Traction Equipment = 3 Hours
  - Hydraulic Equipment = 1 Hour
  - Escalator Equipment = 3 Hours
  - Dumb Waiter Equipment = .5 Hours (6 times a year)
  - Chair Lift = .5 Hours (Quarterly)

## 16. SUBMITTALS:

Awarded vendor shall provide the following upon County request:

- 16.1 Sample Maintenance checklist.
- 16.2 Schedule of maintenance for each type of equipment and the estimated hours per week, per unit for inspections and preventive maintenance to be performed.
- 16.3 Schedule of code required periodic tests for witness purposes. A schedule of major repairs and routine clean downs.

**17. ACCIDENT PREVENTION AND BARRICADES:**

Contractor shall take precautions necessary to protect persons or property against injury or damage at all times and be responsible for any such damage, or injury that occurs because of the Contractor's fault or negligence. All Contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same. The Contractor shall provide barricades when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**18. SCHEDULED EQUIPMENT EVALUATIONS:**

- 18.1 Contractor shall conduct regularly scheduled evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustments, repairs, and replacements required to maintain manufacturer's operating performance. A written copy for each shall be furnished to the Project Manager. (See also Sections 6.3 – Quality Control Clause and 7.18 – Contractor Responsibilities).
- 18.2 Equipment evaluations shall be performed as per the approved preventive maintenance schedule at least once a year. The service mechanic or Contractor's representative shall review the evaluations with the Project Manager.

**19. PREVENTIVE MAINTENANCE SCHEDULE:**

- 19.1 Contractor shall provide a preventive maintenance schedule for each elevator on the Item Response Sheets.
- 19.2 Contractor shall furnish a qualified elevator mechanic on the job site for performance of preventive maintenance. The elevator mechanic shall complete the scheduled maintenance procedures before leaving any job site. Under no circumstances shall a mechanic be called away from the job site until the scheduled maintenance is completed.
- 19.3 The service mechanic(s) shall check into the manager's or maintenance office as instructed by the Project Manager at each location, when they arrive and when they leave the job site. Copies of mechanic's time tickets, verifying time spent with each elevator shall be left with the building manager or maintenance supervisor as instructed by the Project Manager.
- 19.4 The service mechanic(s) should have read and be familiar with all the requirements of this contract.

**20. REGULAR SCHEDULED PREVENTIVE MAINTENANCE SERVICE FOR ELEVATORS:**

Where applicable, the Contractor shall perform, but shall not be limited to the following maintenance procedures:

- 20.1 The Contractor shall maintain, at all times, the original contract speed in feet per minute, unless otherwise instructed by the Project Manager. The contractor shall perform adjustments required to maintain the original door opening and closing

- times, or as otherwise agreed within the limits of applicable codes. Operating systems for each unit or group of units shall be checked continuously and necessary tests and corrections will be done to ensure all circuits are correct and time settings are properly adjusted.
- 20.2 The Contractor shall keep guide rails properly lubricated, except where roller guides are used and replace guide shoe gibs or rollers, when required to provide smooth and quiet operation. Control cables shall be replaced when required, or as provided for in the maintenance schedule, whichever comes first. The Contractor shall annually clean the elevator hoistway and related equipment, including rails, inductors, hoistway door hangers and tracks, related devices, switches, buffers, car tops and pit areas.
  - 20.3 If applicable, the gear case shall be drained and flushed to remove sediment and grit, and refilled with new gear oil as per manufacturer's specifications. All lubricants used must be according to manufacturer's specifications or better.
  - 20.4 Contractor shall be responsible for replacing all wire ropes as often as necessary to maintain an appropriate factor of safety, according to manufacturer's specifications, and equalize the tension on hoisting ropes, resocket ropes for drum machines and replace conductor cables and hoistway and machine-elevator wiring.
  - 20.5 Adjustments shall be made to elevators in accordance with the original manufacturer's specifications to maintain the original contract speed, the original performance time, including acceleration and deceleration, as designed by the original manufacturer.
  - 20.6 Contractor shall check the group dispatching systems and make tests to determine if circuits and time settings are properly adjusted, and make adjustments necessary for the system to perform as designed by the original manufacturer.
  - 20.7 During the term of this contract, for all manufacturers units with microprocessor controllers, the Contractor shall install controller software upgrades developed and released for general distribution since the installation of the existing controller hardware. For units manufactured by the Contractor, all controller software upgrades shall be brought up to date.
  - 20.8 The elevator machine rooms, secondary areas, elevator hoistways, and pit areas shall be kept clean at all times. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified and presentable at all times. During the course of each examination, all accumulated refuse in the pit areas shall be discarded. Due to the fumes associated with painting, the Contractor must obtain permission and coordinate with the Project Manager and/or building manager for the appropriate time to schedule the painting. (See also paragraph 29, Work Hours)
  - 20.9 Contractor shall examine, clean, lubricate, adjust, and repair or replace the following safety devices according to the Contractor's approved maintenance/parts replacement schedule: interlocks and door closers, car and counterweight buffers, overspeed governors, governor tension sheaves assemblies and car and counterweight safeties, limit switches, landing switches and slowdown switches, door protective devices and alarm bells.
  - 20.10 Contractor shall equalize the tension in all hoistway ropes and replace all wire ropes and fastening as per ANSI A17.1 Code, latest edition.
  - 20.11 Contractor shall examine and re-groove or replace all sheaves, governor tension

sheaves, secondary or deflection sheaves and compensating sheaves according to the approved manufacturer's maintenance/replacement parts schedule.

- 20.12 Contractor shall examine, lubricate, adjust, repair or replace the following accessory equipment according to the approved preventive maintenance schedule: elevator intercommunications systems, car and corridor operating pushbuttons, load weighing equipment, all hall lanterns, car position and hall position indicators, lobby control panels, car operating panels and all other signal and accessory facilities furnished and installed as a part of the whole equipment.

## **21. REGULAR SCHEDULED PREVENTIVE MAINTENANCE SERVICE FOR ESCALATORS:**

- 21.1 Contractor shall regularly and systematically examine, clean, lubricate, adjust, repair or replace parts according to the approved manufacturer's preventive maintenance schedule.
- 21.2 Contractor shall perform a total clean down of escalator equipment, including pits, pans, and balustrade interiors, as per the preventive maintenance guide but not to exceed one-(1) year intervals. Handrails shall be waxed to provide smooth, quiet operation.
- 21.3 Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened, and aligned. The Contractor shall be responsible for advising the Contract Administrator or designee at each location, of the necessity to replace these products, but the Contractor shall not be responsible for the cost of the replacements. These parts will be provided by the Contractor on a "pass-thru" cost basis when authorized by the Contract Administrator.

## **22. REPLACEMENT PARTS:**

The examinations will include inspection, lubrication, adjustment, cleaning and if conditions warrant, repair or replacement of the following parts as per the maintenance schedule:

### **22.1 Parts: Elevators - Included in the monthly maintenance cost on Item Response Sheets:**

- a. Controllers, selectors and dispatching equipment, all relays, and relay panels, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector cable or tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- b. Automatic power door operators, landing and car door contacts, hangers, landing and car door hangers, door protective devices, load weighing equipment, car frames, car sling, car safety mechanisms, platforms, platform flooring, car door sill, cab light fixtures, cab fan and fan motors, car and counterweight guide shoes including rollers and gibs, and emergency car lighting, and Fireman's Service Equipment. Seismic actuating and derailment devices and collision switches.
- c. Machines, geared and gearless, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brakes and brake pulleys, brake coils, brake shoes, linings and pins, contacts, linings, and component parts.
- d. Hoistway door interlocks and hangers, bottom door guides, manual door

closers and auxiliary door closing devices, operator, car door hanger, car door contacts, door light ray devices, wire ropes, hoisting ropes, resocket ropes for drum machines, winding and coils, conductor cables and hoist way and machine elevator wiring.

- e. Motors, selector motors, exciter and regulator, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings, shafters, silicon control rectifiers, reactors, filters, heat sinks, amp traps and all control components.
- f. Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheaves assemblies, top and bottom limit switches, governor tension sheaves assemblies, and compensating sheave assemblies.
- g. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packs, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks, hydraulic fluid oil as needed in plunger, electric elevator equipment and any other elevator equipment or controls not named.

**22.2 Parts: Hydraulic Elevator - Included in the monthly maintenance cost on item Response Sheets:**

- a. Power plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories.
- b. Entire jack unit, including everything except excluded items listed in Section 22.4.b. – Replacement Parts.
- c. All electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches and hoist way outlets.
- d. All piping, fittings and accessories, such as vibration dampeners, silencers, etc. between the pumping plant and the jack unit.
- e. All heating and cooling elements, facilities, insulation and accessories for controlling the oil temperature and hydraulic fluid.
- f. All other miscellaneous equipment, materials, solid-state components etc. in the make-up of the complete elevator not mentioned above.

**22.3 Parts: Escalator:**

- a. Escalator handrails, handrail drive chains, handrail brush guards, handrail tracks and handrail guide rollers, alignment devices, steps, demarcation strips, step trends, step wheels, step chains, step axle bushings, comb and comb plates, floor/landing plates, track, external gearing, drive chains, motor and brakes.
- b. Escalator upper drives, upper drives bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and under step and comb lights.
- c. Escalator drive machines, motor and brakes, controllers and switches, worms and gears, bearings and thrusts, windings, commutators and rotating elements, contacts, coils, switches and relays, resistors and magnet frames, demarcation strips, risers, and rollers, sprockets, pulleys, and gears, drive

belts and timing belts, tension devices, lubricators, and safety devices.

**22.4 Not included in the monthly maintenance cost on Item Response Sheets:**

- a. Elevators: The following equipment parts and components are not included in the monthly maintenance cost: interior of car enclosure, finished floor covering, interior paneling, door panels, wall panels, hung ceilings, light diffusers and light bulbs, handrails, mirrors, carpets, hoistway enclosure, hoist way gates and door; the installation of new attachments on the equipment that are non-existent on the award date of this contract.
- b. Elevators - Hydraulic: The following is not included in the monthly maintenance cost: Underground piping, if any, between the pumping unit and jack unit, cylinder for the jack, jack casing and well hole casing.
- c. Escalators - renewal or refinishing of balustrades, trim and moldings, lighting and power lines to escalators.
- d. Contractor shall not be required to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or government authorities, subsequent to the award date of this contract, unless requested by the Project Manager.
- e. Work due to the result of abuse, physical damage, and work not covered under routine and preventive maintenance and repair service. Contractor shall assume the responsibility to provide the burden of proof that the cause of the elevator malfunction was due to abuse. Upon discovery of work not included in the monthly maintenance cost, Contractor's mechanic shall immediately notify the Project Manager or Building Manager at that location if condition is a safety hazard. Under no circumstances is an elevator mechanic to leave a job site when an elevator is not working until checking with the Project Manager or Building Manager to report on the status of the work.
- f. Under no circumstances should a mechanic leave a job site before 5:00 PM without the equipment in service and without checking with the Project Manager or Building Manager to see if overtime is authorized to get the equipment in working order. The elevator shall be taken out of operation until the Project Manager inspects the damages and authorizes work to be performed. Contractor shall provide a cost estimate and receive approval from the Project Manager prior to any work being performed.

**23. SPARE REPLACEMENT PARTS:**

- 23.1 During the term of this contract, the Contractor will maintain, either in the elevator machine room or on service mechanic's truck, a supply of frequently used replacement parts and lubricants to meet the specific requirements of the elevators on this contract. Replacement parts stored in any elevator machine room will remain the Contractor's property until installed in County units. Contractor will replace parts in the machine room and/or service truck and Contractor's local warehouse as the parts are used.
- 23.2 Major component parts for all manufacturer's elevators should be available in Contractor's warehouse so that repairs can be completed within four-(4) hours, unless other arrangements are made with Project Manager. Service mechanic must keep the Project Manager or designee informed about any repair delays. This inventory includes, but is not limited to generator rotating elements, door operator motors, generator and motor brushes, controller switch contacts, selector switch



contacts, motor rotating elements, brake magnets, solid-state components, all microprocessor equipment used in the elevator systems, selector tapes and door operator motors.

- 23.3 All microprocessor printed circuit boards and solid-state components should be the original manufacturer's parts only.
- 23.4 Replacement parts should be those manufactured by the original equipment (elevator) manufacturer (OEM). If OEM parts are not available; parts equal in quality manufactured by a reputable, acceptable manufacturer may be substituted as approved by the Project Manager. Lubricants used shall be those recommended by manufacturer of elevator or better, and lubrication shall be performed in accordance with manufacturer's engineering specifications and requirements.

**24. PARTS NOT OBSOLETE:**

The Contractor shall identify common parts, not obsolete, for the elevators on this contract and shall maintain these parts at the job site and/or in stock in order to keep the equipment in working order with little or no down time.

**25. WIRING DIAGRAMS:**

The County will provide the original wiring diagrams. Contractor shall maintain the original wiring diagrams with any modifications to the diagrams in each machine room. The diagrams shall remain the property of the County and shall be returned to the County at the expiration of this contract.

**26. DIAGNOSTIC EQUIPMENT AND SPECIAL TOOLS:**

- 26.1 The Contractor must have the necessary tools, equipment and trained personnel for each specific unit they are awarded and are responsible for maintaining.
- 26.2 The elevator contractor's service technicians must carry diagnostic equipment designed to analyze programming and microprocessor function and malfunctions for all elevators and for all manufacturer's equipment, they are awarded and are responsible for maintaining.
- 26.3 The Contractor must have all special tools required to maintain elevators in top working order. This includes, but not limited to wheel pullers, shaft knurlers, chain breakers and all diagnostic service tools for each type of microprocessor based systems.

**27. SAFETY TESTS SCHEDULE:**

- 27.1 Contractor shall prepare an inspections and test schedule of all elevators in a spreadsheet type format, outlining all required routine and periodic inspections and tests, and the dates to be performed. This schedule shall cover a five-year period from the contract start date.
- 27.2 The schedule must contain all items requiring routine inspection, examination, testing, diagnosis, adjustment, cleaning and lubrication, and identify the frequency of such service.
- 27.3 All inspections and tests shall be performed no less than one month prior to expiration date. The test schedule must be coordinated with the Project Manager or designee for each location.

**28. SAFETY TESTS:**

- 28.1 A Broward County Elevator Inspector must witness all tests. Contractor shall be responsible for coordinating tests with the County Inspectors and the Project Manager or designee.
- 28.2 Contractor shall periodically examine all safety devices and governors, make annual safety tests, and make inspections and safety tests as required by American Standard Safety Code for Elevators, Dumbwaiters and Escalators, ASME A17-1-1996 or latest edition. Contractor shall perform five-year full load and full speed tests as required by the Florida Industrial Commission during the first year of the contract.
- 28.3 Written reports and a copy of all tests shall be submitted and reviewed with the Project Manager or designee at each location within thirty-(30) days following completion of each test.
- 28.4 Traction Elevators - Routinely examine safety devices and governors for all traction elevators. Within the first year, Contractor will conduct all necessary one-(1) year and five-(5) year safety tests as required by code. The governor should be of safety mechanisms, recalibrated and sealed for proper tripping speed and elevator car balances shall be checked and corrected where needed. A detailed report on each elevator or bank of elevators shall be provided to the Project Manager or designee.
- 28.5 Hydraulic Elevators - Contractor shall perform an annual no load test and annual pressure relief valve test for all hydraulic elevators in accordance with Section 1001 ANSI A17.1 code, latest edition and provide a copy of the report to the Project Manager or designee.
- 28.6 Roped Hydraulic Elevators - Contractor shall routinely examine safety devices and governors and conduct an annual no load test, annual pressure relief valve test and during the first year of the contract a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. Governor shall be recalibrated and sealed for proper tripping speed, if necessary.
- 28.7 Escalators - Perform an annual test of all operating and safety devices and governors. These tests must be conducted in the presence of the Contract Administrator or designee, as well as the County Inspector. Perform any additional local, county or state required tests.
- 28.8 Firefighters' Service Test - Elevator units provided with firefighters' service shall be tested monthly or as required by code as part of the routine preventive maintenance.
- 28.9 The importance of the elevators covered by these specifications require that they be maintained in a satisfactory and safe operating condition in accordance with these specifications. The County reserves the right to make independent tests when advisable, to determine that the requirements of this contract are being fulfilled. Should it be found that the required standards are not being satisfactorily maintained, the County may immediately require the Contractor to place the elevators in condition to meet contract requirements. The Contractor's failure to comply with such a requirement within thirty-(30) days shall constitute a circumstance under which the County may terminate the contract. If the equipment is not promptly brought up to standard, the County may enter into an agreement with others to perform such work and charge the total cost to the Contractor.

**29. WORK HOURS:**

- 29.1 Regular work hours shall be from 8:00 AM to 5:00 PM, Monday through Friday.

Work may continue past a normal eight-hour work shift, if needed. Other hours shall be from 5:01 PM to 7:59 AM, Monday through Friday, and all hours Saturday, Sunday, and County observed holidays. Other hours must be approved by the requesting Project Manager or designee prior to work actually being performed.

- 29.2 County-observed holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.
- 29.3 All maintenance procedures and repairs should be performed during regular work hours, Monday through Friday, except for holidays, unless requested and scheduled by the Project Manager or designee. Lamp and signal replacements will be performed during regular maintenance service.
- 29.4 Contractor should perform all preventive maintenance and minor adjustment call-back service during regular working hours on regular working days of the elevator trade, except emergency call back service shall be available 24 hours, seven-(7) days a week.
- 29.5 Contractor shall coordinate any major shut downs for preventive maintenance with the Project Manager or designee at each location. In the event the Project Manager requests preventive maintenance or major repairs to be performed **after** regular working hours, the Contractor will be compensated as per Section 30 - Payment.

**30. PAYMENT:**

- 30.1 The Contractor shall submit monthly invoices for maintenance with the appropriate purchase order number, work location, service date, and shall reflect standard service specified in the contract and provided to the County in the prior month by the tenth (10th) calendar day of each month. The invoices shall be submitted to the County Using Agency(ies) that requested the service through a purchase order.
- 30.2 The Contractor shall submit a separate invoice with purchase order number, work order number, service date, location of work performed, and Project Manager to the County Using Agency 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 labor (hours worked and labor rate) and parts, in addition to a full description of the work performed. A copy of the Contractor's invoice(s) from his supplier(s) for any parts to be paid on cost Pass-Thru must be attached to the invoice.
- 30.3 Failure to comply with the above requirements will result in return of invoices and delay of payment.
- 30.4 When and as applicable, monthly charges shall be pro-rated on a daily basis, using thirty-(30) days per month as basis.
- 30.5 Preventive maintenance and covered repairs performed after normal work hours must be approved in advance.
- 30.6 Non-covered repairs performed after normal working hours must be approved and will be compensated at the Other Hours rate on the Item Response Sheets.
- 30.7 Payment for labor for non-covered repair service and additional work not specified shall be in accordance with rates specified on the Item Response Sheets.
- 30.8 The hourly rates quoted on the Item Response Sheets shall include full compensation for labor, equipment use, travel time, and any other cost to the Contractor for labor. The Contractor shall comply with minimum wage standards

and any other applicable laws of Broward County and the State of Florida.

- 30.9 All hourly rates shall be pro-rated into quarter ( $\frac{1}{4}$ ) hours. Only time on the job site shall be invoiced. The County will not pay for travel time. Partial hours worked are to be billed to the closest quarter hour increments. For example, 1 to 15 minutes is equal to  $\frac{1}{4}$  hour; 16 to 30 minutes is equal to a  $\frac{1}{2}$  hour, etc.
- 30.10 The County agrees to pay the Contractor at the prices quoted on the Item Response Sheets for Regular and Other Hours labor as may be needed for services described below, except as otherwise noted. Such work shall only be performed when authorized by the Project Manager or designee.
- 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; powerfeeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings. 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 that 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 nonexistent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the contractor or not required by this contract.
- 30.11 Emergency call back service after normal working hours shall be included in the regular monthly service charge.
- 30.12 The prices quoted under Monthly Maintenance Service shall include all cost for providing labor, parts, components, etc. and performing emergency call back service and all other services specified in this contract except for scheduled repair services and additional work not specified in the contract. No additional labor will be charged for preventive maintenance, parts, or call back service, unless provided for in this contract.
- 30.13 Parts and Materials – payments for parts and materials not included in Sections 22 through 24, Parts, shall be paid at Contractor's cost as a "pass thru".
- 30.14 The Contractor shall provide all required parts and materials to maintain equipment listed in Item Response Sheets.
- 30.15 All invoices must have the County purchase order number. Any labor and parts, other than preventive maintenance, shall indicate the specific unit, location and date on which the work was done. Copies of invoices for payment shall be provided to the Project Manager upon request.

**31. QUOTATION FOR REPAIRS/UPGRADES:**

In the event the Contractor discovers a unit requiring major repair during the regularly scheduled maintenance, Contractor will promptly notify the Project Manager or designee.

Only major repair work, modernization or upgrades authorized by the County will be performed by the Contractor.

**31.1 Written Estimates**

The Contractor agrees to provide the County with a written estimate for major repairs/modernization/upgrades within five-(5) days when requested. The estimate shall be based on the requirements of labor hours, parts and materials, etc., for a specific repair job. Estimates shall be broken down by hours per repair person and a separate price for parts and materials. Estimated time for completion of repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Quotation shall remain firm for thirty-(30) days. All estimate and quotation preparation shall be provided at no cost or obligation to the County.

31.2 The County will not pay for travel time. (See also Section 30 – Payment.)

31.3 All work shall be performed in accordance with ASME A17.1, or latest edition.

31.4 The County reserves the right to competitively bid all work not specifically identified or authorized in these specifications.

**32. EQUIPMENT RENOVATIONS:**

In the event an elevator or escalator is out of service for renovations, the Contractor shall prorate the charge for monthly maintenance on a daily basis.

**33. TERMINATION OF PARTICULAR LOCATIONS:**

In the event the County shall sell, vacate, abandon, or otherwise dispose of or terminate a location to which this contract applies, all existing contracts or agreements or services applicable to such location, the portion of this contract that applies to such location is so terminated. The County shall give the Contractor written notice of such termination of locations a minimum of thirty-(30) days in advance.

**34. ADDITION/DELETION OF ELEVATORS AND ESCALATORS:**

34.1 The County reserves the right to add elevators and escalators to this contract as such systems may be installed. Units to be added may result from, but are not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In such events, the vendor shall provide the County with a price for the preventive maintenance and repairs of the new unit based upon a procedure or formula that is the same or very similar to that used in establishing the prices as contained in the vendor's bid. The Purchasing Director must approve any adjustment in price.

34.2 The County reserves the right to delete elevators and escalators from this contract in the interest of the County.

34.3 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Any change in compensation shall be calculated on a plus or minus to unit rates as specified in the contract to reflect per system.

**35. EQUIVALENCY CLAUSE:**

Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is merely to establish a standard; and, unless it is followed by the words "no substitution is

permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design may be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality and function.

**36. REMOVAL OF SECOND PARTY EMPLOYEES:**

36.1 The Broward County Using Agency Representative or the Contract Administrator may require that the successful Contractor remove from the worksite any employee(s) who endanger persons or property or whose continued service under this Contract is deemed inconsistent with the interests of the Broward County in its sole determination.

36.2 Upon written or verbal request of any Using Agency Representative or the Contract Administrator, the Contractor shall remove any Employee from a County site and reassign such employee or take other appropriate action. Such request may be made by the Contract Administrator or a Using Agency Representative for any reason, or because the appearance, demeanor, or conduct of such staff is unsatisfactory. Contractor shall provide replacement staff that is satisfactory to the Contract Administrator.

**37. CONTRACTOR'S REMOVAL OF EMPLOYEES:**

If Contractor desires to remove any employee stationed at any County site, Contractor shall give the Using Agency Representative at least five-(5) days written notice of same, unless an emergency condition shall require shorter notice. If Contractor terminates any employee stationed at any County site, Contractor shall give the Contract Administrator and the Using Agency Representative immediate written notice of such action. The foregoing actions are required so that County can remove such personnel from its security systems in an expeditious manner.

END OF SECTION

## **GENERAL CONDITIONS**

### **Quotation Requests and Invitations to Bids**

These are standard instructions for Quotation Requests and Invitations to Bid and issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

#### **1. Execution of Solicitation Response:**

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.
5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
  - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
  - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
  - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
  - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
  - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
  - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.



- (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
8. **Contract Period (Open-End Contract):** The initial contract period shall start and terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**
9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.
13. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and

Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of

County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become

due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Affiliated Companies Entities of the Principal(s):** To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
26. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
28. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division’s website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
  - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division’s website. Such protest must be made in writing to the Director of Purchasing.
  - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division’s website.
  - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor’s right to protest.
  - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County’s estimated contract price for the project. The County may accept cash, money order, certified check, or cashier’s check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

29. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the

Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
31. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
  - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
  - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
32. **Audit Right and Retention Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however,

no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).
34. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.
35. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

36. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.
- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or



organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.
39. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
40. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
41. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
42. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
43. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
44. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
45. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: [broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf).  
An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
46. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
47. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended

merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

**Bid Guaranty, Performance and Payment Guaranties, and Qualifications of Surety Requirements:**

A. **Bid Guaranty:** All solicitation submittals shall be accompanied by a bid bond executed by a surety company meeting the Qualifications of Surety Requirements. Failure to submit a bid guaranty by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

1. In lieu of the bid bond, the following will be acceptable: cash, money order, certified check, cashier's check, an original [Bid Guaranty – Unconditional Letter of Credit](#), treasurer's check or bank draft of any national or state bank (United States). A personal check or a company check of a Vendor is not a valid bid guaranty.
2. The bid guaranty shall be in an amount equal to five percent (5%) of the total price offered, payable to the Board of County Commissioners and conditioned upon the successful Vendor providing the Performance and Payment Guaranty, evidence of insurance, or any other requirements set forth within the solicitation, within 15 calendar days after notification of award of the contract.
3. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth in the solicitation. Upon request, bid guaranties of unsuccessful vendors will be returned after award of contract or expiration of bid validity.
4. Vendors must either submit an electronic bid bond through BidSync or submit an original bid guaranty to the Purchasing Division, by solicitation due date and time, or Vendor may be deemed non-responsive.
  - a. To submit an electronic bid bond, Vendor must submit through BidSync, using [Surety 2000](#). The Vendor should copy and paste the information from Bid Sync and provide to the bonding agent; the bonding agent should copy and paste information provided by Vendor into the Surety 2000 system to reduce errors. An original bid bond will not be required when the bid bond is submitted electronically through Surety 2000. Note – Vendors, bonding agents, and surety companies must be registered with Surety 2000 to use the service; contact [Surety 2000](#) to find out information regarding their service. Broward County's vendor identification number for Surety 2000 is P06145037.
  - b. To submit an original bid guaranty, in lieu of submitting an electronic bid bond through BidSync, Vendor must submit an original bid guaranty in a sealed envelope, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope. A copy of the bid guaranty should also be uploaded into Bid Sync; this does not replace the requirement to have an original bid guaranty. Vendors must submit the original bid guaranty, by the solicitation due date and time, to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301

B. **Performance and Payment Guaranties:** within 15 calendar days of being notified of the award of contract, Vendor shall furnish the referenced Performance Bond and a Payment Bond

containing all the provisions of the [Performance Bond Form](#) and [Payment Bond Form](#).

1. The bonds shall be in the amount of **fifty percent (50%)** of the contract amount guaranteeing to County the completion and performance of the work covered in such Contract as well as full payment of all suppliers, material men, laborers, or subcontractors employed pursuant to this project. For any work valued in excess of fifty percent (50%) of the contract amount, an additional bond shall be provided by the Contractor at the request of the Contract Administrator to cover such additional work. Such bond(s) shall be with a surety company which is qualified pursuant to the section, Qualifications of Surety.
2. Each bond shall continue in effect for one year after completion and County acceptance of the work with liability equal to one hundred percent (100%) of the value of work performed or an additional bond shall be conditioned that the Vendor will upon notification by the County, correct any defective or faulty work or materials which appear within one year after completion of the work.
3. Pursuant to the requirements of Section 255.05(1), Florida Statutes, Vendor shall ensure that the bonds referenced above shall be recorded in the public records of Broward County and provide County with evidence of such recording.
4. In lieu of the performance and payment bond, Vendor may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashier's check or an original [Irrevocable Letter of Credit](#). Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by the County for one year after completion and acceptance of the work.
5. Vendor performing permitted work in the public right-of-way under Broward County jurisdiction shall properly complete the work and perform any maintenance or repairs in accordance with the terms of the permit issued by the Highway Construction and Engineering Division.
6. The Vendor is required at all times to have valid Performance and Payment Guaranties (or other approved security) in force covering the work being performed.
7. The Vendor agrees to keep such Guaranties (or other security) in effect for the duration of the contract. If the contract is extended or renewed, it shall be subject to the same bonding (or other approved security) requirements.

C. **Qualifications of Surety Requirements:** A bid bond performance bond, and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.

1. In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
  - a. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revision. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 DFR Section 223.10 Section

223.11). Further, the surety company shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

- b. For bonds up to \$2 million, the surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation.
- c. The surety company shall have at least the following minimum ratings:

Amount of Bond		Surety Ratings	Financial Size Category
\$500,001	to \$1,000,000	A, A-	Class I
\$1,000,001	to \$2,000,000	A, A-	Class II
\$2,000,001	to \$5,000,000	A	Class III
\$5,000,001	to \$10,000,000	A	Class IV
\$10,000,001	to \$25,000,000	A	Class V
\$25,000,001	to \$50,000,000	A	Class VI
\$50,000,001	to or more	A	Class VII

- 2. For projects which do not exceed \$500,000, the County shall accept a Bid Bond and Performance and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.
- 3. If the surety company fails to meet the minimum standards, a bond from a surety that meets the minimum standards must be provided to satisfy the bonding requirements.

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**VENDOR QUESTIONNAIRE**  
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.:  
Fax no.:
9. Type of business (check appropriate box):
  - Corporation (specify the state of incorporation):
  - Sole Proprietor
  - Limited Liability Company (LLC)
  - Limited Partnership
  - General Partnership (State and County filled in)
  - Other – Specify

## 10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:  
Title:  
E-mail:  
Telephone No.:

Name:  
Title:  
E-mail:

Telephone No.:

Generic e-mail address for purchase orders:

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:

- a)
- b)
- c)
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a)
- b)
- c)
- d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.  Yes  No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.  Yes  No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?  Yes  No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award.  Yes  No  
N/A (if service)

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.  Yes  No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.  Yes  No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.  Yes  No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its  Yes  No

predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company.

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?  Yes  No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering.  Yes  No
25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.

Living Wage had an effect on the pricing Yes No  
If yes, Living Wage increased the pricing by % or decreased the pricing by %.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.
28. Has your firm completely inspected the project site(s) prior to submitting response?  Yes  No
29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response.  Yes  No
30. What equipment does your firm own that is available for this contract?
31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference 1:**

Scope of Work:

Contract/Project Title:



Agency:  
Contact Name/Title:  
Contact Telephone:  
Email:  
Contract/Project Dates (Month and Year):  
Contract Amount:

**Reference 2:**

Scope of Work:  
Contract/Project Title:  
Agency:  
Contact Name/Title:  
Contact Telephone:  
Email:  
Contract/Project Dates (Month and Year):  
Contract Amount:

**Reference 3:**

Scope of Work:  
Contract/Project Title:  
Agency:  
Contact Name/Title:  
Contact Telephone:  
Email:  
Contract/Project Dates (Month and Year):  
Contract Amount:

## Security Requirements

### A. General Security Requirements and Criminal Background Screening:

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

### B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.

6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

**F. Port Everglades Locations:**

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.
2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

**G. Airport Security Program and Aviation Regulations:**

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the

County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

#### **H. Water and Wastewater Services (WWS):**

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

#### **I. Additional Security Requirements for Parks and Recreation:**

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3

- below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
  4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
  5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
  6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
  7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
  8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
  9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy



aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

**Insurance Requirements**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>		\$ 1 mil	
<input checked="" type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	claims-made form w/ Extended Reporting Period of 1 yr. Deductible not to exceed: \$ 10,000		\$ 1 mil
<input type="checkbox"/> <b>PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b> CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value</b>
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:	\$10 k	
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value</b>
Description of Operations/Locations/Vehicles <b>"Broward County" is listed as an additional insured on the commercial general liability and business automobile liability policies. Waiver of Subrogation in favor of the Certificate Holder applies to the general liability, automobile liability, and workers compensation policies. REF: Maintenance and Repair Services – elevators and escalators</b>			

Certificate Holder:  
**Broward County**  
 115 S. Andrews Avenue  
 Ft. Lauderdale, FL 33301  
 Attn: Public Works

\_\_\_\_\_  
 Risk Management Division  
 VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

**Litigation History Requirement**

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
  - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
  - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
  - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
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Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>
	If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

**Vendor Name:**

**DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
- The Vendor employs less than five (5) employees.
- The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- The Vendor does not provide benefits to employees' spouses.
- The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

AUTHORIZED SIGNATURE/ NAME

TITLE

DATE

**DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**AUTHORIZED SIGNATURE/ NAME****TITLE****DATE**

**LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM**

The completed and signed form and a copy a business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine applicability of Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County.

If the low responsive and responsible bidder is not a local or a locally-headquartered business, any and all qualifying local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all qualifying locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all qualifying bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

All qualifying bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid regardless of location.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
- B. has a physical business address located within the limits of the County from which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which: has its principal place of business within the County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:

Local Business

Locally-Headquartered Business

Local or Locally-Headquartered Business  
Address:

Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami Dade County.

Authorized Signature/Name	Title	Vendor Name	Date
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**SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM**

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>
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**SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM**

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal (s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form (s) in BidSync.

1. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

- Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

- Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

3. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

4. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

---

**Authorized Signature/Name**

**Title**

**Vendor Name**

**Date**

**Workforce Investment Program Requirements:**

- A. In accordance with [Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program](#) (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize [CareerSource Broward](#) (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
  2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
  3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
  4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
  5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
  6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
  7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
  8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;

9. submit to the County an annual report by January 31<sup>st</sup> and within 30 days of contract completion or expiration; and
  10. ensure that all of its subcontractors comply with the requirements of the Program.
- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:
- [broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx](http://broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx). Vendor is responsible for reading and understanding requirements of the Program.
- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

### **WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM**

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

(Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

AUTHORIZED SIGNATURE/NAME

TITLE

DATE

### Living Wage Ordinance Requirements:

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: [www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx](http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx)
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
  - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
  - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
  - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
  - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
  - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
    1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
    2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
      - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
      - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.



- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
  
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Local Contact: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Using Agency Served: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below I hereby certify that the covered employees listed below: (please check one)

- A.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are provided health benefits valued at \$\_\_\_\_\_ per hour.
- B.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known  or Produced Identification  Type of Identification Produced: \_\_\_\_\_

### APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

#### SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

#### SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

Using Agency Contact Name: \_\_\_\_\_ Agency Contact Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

#### SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

**(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

**Required documentation for this exemption basis:** Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

**(LWO 26.103(f)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

**Required documentation for this exemption basis:** Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

#### SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, \_\_\_\_\_, of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: \_\_\_\_\_

DAY 3	July 31, 2017
DAY 4	August 1, 2017
DAY 5	August 2, 2017
DAY 6	August 3, 2017
DAY 7	August 4, 2017

Visitation	Start Time	BUILDING	Address	FAC UNIT #	BCID#	Group #	Date	Status
Day 1	9:00AM	B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#1	39475	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#6	9466	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#7	11959	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#5	5331	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#4	5332	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#13	46252	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#14	46253	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#15	46254	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#8	39069	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#9	39070	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#10	2908	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#11	3652	Group 1	7/17/2017	Complete
		B.C.J.C Elevator	201 SE 6th Street FT Lauderdale	#12	46248	Group 1	7/17/2017	Complete
		B.C.J.C Escalator	201 SE 6th Street FT Lauderdale	#3	5329	Group 1	7/17/2017	Complete
		B.C.J.C Escalator	201 SE 6th Street FT Lauderdale	#2	5330	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#17	46249	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#16	46255	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#22	46250	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#21	46251	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#18	46256	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#19	46265	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#20	46257	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#23	46258	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#29	46259	Group 1	7/17/2017	Complete
		B.C.J.C North Elevator	201 SE 6th Street FT Lauderdale	#25	46260	Group 1	7/17/2017	Complete
		B.C.J.C North WCL	201 SE 6th Street FT Lauderdale	7810 Chair Lift	51199	Group 1	7/17/2017	Complete
		B.C.J.C North WCL	201 SE 6th Street FT Lauderdale	6810 Chair Lift	47185	Group 1	7/17/2017	Complete
		B.C.J.C North WCL	201 SE 6th Street FT Lauderdale	5810 Chair Lift	47184	Group 1	7/17/2017	Complete
B.C.J.C North WCL	201 SE 6th Street FT Lauderdale	4810 Chair Lift	47183	Group 1	7/17/2017	Complete		
B.C.J.C West WCL Kaplan	201 SE 6th Street FT Lauderdale	343 Chair Lift	45382	Group 1	7/17/2017	Complete		
Day 1	3:00PM	Midrise	540 SE 3rd Avenue Ft Lauderdale	#26	42227	Group 1	7/17/2017	Complete
		Midrise	540 SE 3rd Avenue Ft Lauderdale	#27	42228	Group 1	7/17/2017	Complete
		Midrise	540 SE 3rd Avenue Ft Lauderdale	#28	42224	Group 1	7/17/2017	Complete
		Midrise	540 SE 3rd Avenue Ft Lauderdale	#29	42223	Group 1	7/17/2017	Complete
		Midrise	540 SE 3rd Avenue Ft Lauderdale	#30	42226	Group 1	7/17/2017	Complete
		Midrise	540 SE 3rd Avenue Ft Lauderdale	#31	42225	Group 1	7/17/2017	Complete
Day 2	9:00AM	BCJC South Emp Parking	612 South Andrews Avenue Ft Lauderdale	NW #1	13-00078	Group 1	7/18/2017	Complete
		BCJC South Emp Parking	612 South Andrews Avenue Ft Lauderdale	NW #2	13-00079	Group 1	7/18/2017	Complete
		BCJC South Emp Parking	612 South Andrews Avenue Ft Lauderdale	SE #3	13-00080	Group 1	7/18/2017	Complete
		BCJC South Emp Parking	612 South Andrews Avenue Ft Lauderdale	SE #4	13-00081	Group 1	7/18/2017	Complete
Day 2	11:00AM	Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	1-3UP	182	Group 1	7/18/2017	Complete
		Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	3-1DN	183	Group 1	7/18/2017	Complete
		Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	3-4UP	2068	Group 1	7/18/2017	Complete
		Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	4-3DN	2069	Group 1	7/18/2017	Complete
		Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	4-5UP	34418	Group 1	7/18/2017	Complete
		Gov Center Escalator	115 S Andrews Avenue, Ft Lauderdale	5-3DN	34419	Group 1	7/18/2017	Complete
		Gov Center Elevator	115 S Andrews Avenue, Ft Lauderdale	#1	34420	Group 1	7/18/2017	Complete
		Gov Center Elevator	115 S Andrews Avenue, Ft Lauderdale	#2	34421	Group 1	7/18/2017	Complete
		Gov Center Elevator	115 S Andrews Avenue, Ft Lauderdale	#3	34422	Group 1	7/18/2017	Complete
		Gov Center Frt Elevator	115 S Andrews Avenue, Ft Lauderdale	#6	112	Group 1	7/18/2017	Complete
		Annex Escalator	115 S Andrews Avenue, Ft Lauderdale	2-1DN	2631	Group 1	7/18/2017	Complete
		Annex Escalator	115 S Andrews Avenue, Ft Lauderdale	1-2UP	2632	Group 1	7/18/2017	Complete
		Annex Elevator	115 S Andrews Avenue, Ft Lauderdale	#4	2633	Group 1	7/18/2017	Complete

Visitation	Start Time	BUILDING	Address	FAC UNIT #	BCID#	Group #	Date	Status
		Annex Elevator	115 S Andrews Avenue, Ft Lauderdale	#5	5095	Group 1	7/18/2017	Complete
		350 Parking Garage	115 S Andrews Avenue, Ft Lauderdale	#8	3268	Group 1	7/18/2017	Complete
		350 Parking Garage	115 S Andrews Avenue, Ft Lauderdale	#7	3267	Group 1	7/18/2017	Complete
		1200 Parking Elevator	151 SW 2nd Ave Ft Lauderdale	#9	45817	Group 1	7/18/2017	Complete
		1200 Parking Elevator	151 SW 2nd Ave Ft Lauderdale	#10	45818	Group 1	7/18/2017	Complete
		1200 Parking Elevator	151 SW 2nd Ave Ft Lauderdale	#11	45818	Group 1	7/18/2017	Complete
Day 3	9:00AM	Main Library Elevator	100 S Andrews Ave Ft Lauderdale	#1	31920	Group 1	7/31/2017	
		Main Library Elevator	100 S Andrews Ave Ft Lauderdale	#2	31921	Group 1	7/31/2017	
		Main Library Elevator	100 S Andrews Ave Ft Lauderdale	#3	31922	Group 1	7/31/2017	
		Main Library Elevator	100 S Andrews Ave Ft Lauderdale	#4	31923	Group 1	7/31/2017	
		Main Library Elevator	100 S Andrews Ave Ft Lauderdale	Glass Hydraulic	31924	Group 1	7/31/2017	
		Main Library Dumb waiter	100 S Andrews Ave Ft Lauderdale	Dumbwaiter	31925	Group 1	7/31/2017	
		Main Library Dumb waiter	100 S Andrews Ave Ft Lauderdale	Dumbwaiter	31926	Group 1	7/31/2017	
		Main Library Escalator	100 S Andrews Ave Ft Lauderdale	1-2UP	10-00044	Group 1	7/31/2017	
		Main Library Escalator	100 S Andrews Ave Ft Lauderdale	2-1DN	10-00045	Group 1	7/31/2017	
	11:00AM	Homeless Shelter	920 NW 7th Ave, Ft Lauderdale, FI	#1	54955	Group 2	7/31/2017	
	12:00PM	Mills Center	900 NW 31st Street, Fort Lauderdale, FI	#1	09-00218	Group 2	7/31/2017	
		Mills Center	900 NW 31st Street, Fort Lauderdale, FI	#2	09-00219	Group 2	7/31/2017	
		Mills Center	900 NW 31st Street, Fort Lauderdale, FI	#3	09-00220	Group 2	7/31/2017	
		Mills Center	900 NW 31st Street, Fort Lauderdale, FI	#4	09-00221	Group 2	7/31/2017	
	1:00PM	Public Safety Escalator	2601 West Broward Blvd Ft Lauderdale	1-2UP	44975	Group 1	7/31/2017	
		Public Safety Escalator	2601 West Broward Blvd Ft Lauderdale	2-1DN	44976	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	#1	44972	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	#2	44973	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	#3	44974	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	Freight	45896	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	Private	44977	Group 1	7/31/2017	
		Public Safety Elevator	2601 West Broward Blvd Ft Lauderdale	District 5	44978	Group 1	7/31/2017	
Day 4	9:00AM	Mass Transit Ravenswood	5440 Ravenswood Road Ft Lauderdale	#1	14-00147	Group 1	8/1/2017	
		Mass Transit Ravenswood	5440 Ravenswood Road Ft Lauderdale	#2	14-00146	Group 1	8/1/2017	
		Mass Transit Ravenswood	5440 Ravenswood Road Ft Lauderdale	#3	15-00094	Group 1	8/1/2017	
		Mass Transit Ravenswood	5440 Ravenswood Road Ft Lauderdale	#4	15-00095	Group 1	8/1/2017	
		Mass Transit Ravenswood	5440 Ravenswood Road Ft Lauderdale	#5	15-00055	Group 1	8/1/2017	
	11:00AM	Tree Tops Park	3900 SW 100 Avenue, Davie, FL	Chair Lift	07-00380	Group 2	8/1/2017	
	12:00PM	84 Admin Building	2421A SW 6th Ave	#1	207751	Group 1	8/1/2017	
		84 Admin Building	2421A SW 6th Ave	#2	207752	Group 1	8/1/2017	
		Operations Building	2421 SW 6th Ave	#1	9998	Group 1	8/1/2017	
	1:00PM	West Gov.Ctr Elevator	1 University Drive, Plantation FI	#1	33501	Group 1	8/1/2017	
		West Gov.Ctr Elevator	1 University Drive, Plantation FI	#2	33502	Group 1	8/1/2017	
		West Gov.Ctr Elevator	1 University Drive, Plantation FI	#3	33503	Group 1	8/1/2017	
		West Gov.Ctr Elevator	1 University Drive, Plantation FI	#4	33504	Group 1	8/1/2017	
		West Gov.Ctr Elevator	1 University Drive, Plantation FI	#5	33505	Group 1	8/1/2017	
		West Gov.Ctr Escalator	1 University Drive, Plantation FI	2-1DN	400895	Group 1	8/1/2017	
		West Gov.Ctr Escalator	1 University Drive, Plantation FI	1-2UP	400896	Group 1	8/1/2017	
	2:00PM	West Regional Library	8601 West Broward Blvd, Plantation FI	#1	06-00089	Group 2	8/1/2017	
		West Regional Library	8601 West Broward Blvd, Plantation FI	#2	06-00090	Group 2	8/1/2017	
		West Regional Library	8601 West Broward Blvd, Plantation FI	Parking	06-00091	Group 2	8/1/2017	
	3:00PM	West Regional Courthouse	100 North Pineisland Rd, Plantation, FI	#1	45696	Group 2	8/1/2017	
		West Regional Courthouse	100 North Pineisland Rd, Plantation, FI	#2	45697	Group 2	8/1/2017	
	4:00PM	E.O.C Elevator	210 NW 84th Ave Plantation FI	#1	52083	Group 1	8/1/2017	
		E.O.C Elevator (New)	210 NW 84th Ave Plantation FI	#2	10-00051	Group 1	8/1/2017	

Visitation	Start Time	BUILDING	Address	FAC UNIT #	BCID#	Group #	Date	Status
Day 5	9:00AM	Ann Kolb Nature Center	751 Sheridan Street, Hollywood, FI	#1	49866	Group 2	8/2/2017	
	10:00AM	Carpinter House	4414 North Surf Road, Hollywood FI	Chair Lift	10-00082	Group 2	8/2/2017	
	11:00AM	S. Reg Crths Escalator	3550 Hollywood Boulevard, Hollywood FI	1-2UP	26924	Group 1	8/2/2017	
		S. Reg Crths Escalator	3550 Hollywood Boulevard, Hollywood FI	2-1DN	26925	Group 1	8/2/2017	
		S. Reg Crths Elevator	3550 Hollywood Boulevard, Hollywood FI	Passenger	26922	Group 1	8/2/2017	
		S. Reg Crths Elevator	3550 Hollywood Boulevard, Hollywood FI	Garage	42240	Group 1	8/2/2017	
	1:00PM	SW Regional Library	16835 Sheridan St,Pembroke Pines	#1	57631	Group 2	8/2/2017	
		SW Regional Library	16835 Sheridan St,Pembroke Pines	#2	57632	Group 2	8/2/2017	
	2:00PM	Miramar library	2302 Civic Center Place, Miramar, FI	#1	07-00412	Group 2	8/2/2017	
		Miramar library	2302 Civic Center Place, Miramar, FI	#2	07-00413	Group 2	8/2/2017	
	3:00PM	Weston Library	4205 Bonaventure Blvd, Weston , FI	#1	500033	Group 2	8/2/2017	
Day 6	9:00AM	Pompano Beach library	1213 East Atlantic Blvd, Pompano Beach	#1	25018	Group 2	8/3/2017	
	10:00AM	Imperial Point Library	5975 N Federal Hwy, Ft Lauderdale	#1	40555	Group 2	8/3/2017	
	11:00AM	N W Regional library	3151 University Drive, Coarl Springs	#1	459662	Group 2	8/3/2017	
		N W Regional library	3151 University Drive, Coarl Springs	#2	459663	Group 2	8/3/2017	
	12:00PM	Fern Forest Park	201 Lyons Road, Coconut Creek, FI	#1	33818	Group 2	8/3/2017	
	1:00PM	WWS Operations Center	2555 West Copans Road, Pompano Beach	#1	44216	Group 2	8/3/2017	
		WWS Operations Center	2555 West Copans Road, Pompano Beach	#2	44207	Group 2	8/3/2017	
	2:00PM	WWS District 2 Water Sup	1390 NE 50th Street, Pompano Beach FI	#1	20676	Group 2	8/3/2017	
	3:00PM	Mass Transit North	3201 West Copans Road, Pompano, FI	#1	33990	Group 2	8/3/2017	
		Mass Transit North	3201 West Copans Road, Pompano, FI	#2	33991	Group 2	8/3/2017	
		Mass Transit North	3201 West Copans Road, Pompano, FI	#3	33992	Group 2	8/3/2017	
		Mass Transit North	3201 West Copans Road, Pompano, FI	Freight	34036	Group 2	8/3/2017	
Day 7	9:00AM	Margate Library	8100 Alantic Avenue, Margate, FI	#1	409362	Group 2	8/4/2017	
	10:00PM	Lauderdale Lakes Library	4300 NW 36th Street, Lauderdale Lakes, FI	#1	09-00075	Group 2	8/4/2017	
		Lauderdale Lakes Library	4300 NW 36th Street, Lauderdale Lakes, FI	Dumb Waiter	09-00123	Group 2	8/4/2017	
	11:00AM	Housing Finance	110 NE 3rd Street, Ft Lauderdale FI,	#1	42502	Group 2	8/4/2017	
	12:00PM	Traffic Engineering	2300 W Commercial Blvd, Ft lauderdale, FI	#1	401143	Group 2	8/4/2017	
		Traffic Engineering	2300 W Commercial Blvd, Ft lauderdale, FI	#2	401144	Group 2	8/4/2017	
	1:00PM	Paul Hughes Building	205 NW 6th Ave Pompano Beach	#1	52089	Group 1	8/4/2017	
	2:00PM	Hunter Building	601 W Atlantic Blvd, Pompano Beach	#1	39425	Group 1	8/4/2017	
		Hunter Building	601 W Atlantic Blvd, Pompano Beach	#2	39426	Group 1	8/4/2017	
	3:00PM	North Regional Courthouse	1600 West Hillsboro Blvd, Deerfield Beach	#1	44494	Group 2	8/4/2017	

# **Exhibit 3**

**Bid #D2114263B1**  
**Elevator and Escalator Maintenance and Repair (Re-Bid)**  
 Agency: Facilities Maintenance Division  
 Purchasing Agent: Randy Plunkett

**SUMMARY**

Tabulation of Bids		Xpert Elevator Services Inc. LOCAL 6447 Miami Lakes Dr., Ste. 103-D Miami Lakes, FL	Eastern Elevator Service Inc.	Thyssenkrupp Elevator	Oracle Elevator
Item No.	Commodity Code(s) 91371 Description	Total Price	Total Price	Total Price	Total Price
<b>Group 1:</b>		\$ 475,006.00	\$ 732,100.00	\$ 1,168,560.08	\$ 1,647,755.00
	Miscellaneous Parts and Materials on "pass-thru"	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
	<b>Total Group 1:</b>	\$ 535,006.00	\$ 792,100.00	\$ 1,228,560.08	\$ 1,707,755.00
Tabulation of Bids		Eastern Elevator Service Inc.	Xpert Elevator Services Inc	Oracle Elevator	Thyssenkrupp Elevator (Alternate)
Item No.	Commodity Code(s) 91371 Description	Total Price	Total Price	Total Price	Total Price
<b>Group 2</b>		\$ 101,920.00	\$ 137,970.00	\$ 595,315.00	\$ 899,254.00
	Miscellaneous Parts and Materials on "pass-thru"	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	<b>Total Group 2:</b>	\$ 111,920.00	\$ 147,970.00	\$ 605,315.00	\$ 909,254.00
					\$ 243,360.00
					\$ 243,360.00
Tabulation of Bids		Xpert Elevator Services Inc	Eastern Elevator Service Inc.	Thyssenkrupp Elevator	Oracle Elevator
Item No.	Commodity Code(s) 91371 Description	Total Price	Total Price	Total Price	Total Price
<b>Group 1 Subtotal:</b>		\$ 535,006.00	\$ 792,100.00	\$ 1,228,560.08	\$ 1,707,755.00
<b>Group 2 Subtotal:</b>		\$ 147,970.00	\$ 111,920.00	\$ 909,254.00	\$ 605,315.00
	<b>Total Groups 1-2:</b>	\$ 682,976.00	\$ 904,020.00	\$ 2,137,814.08	\$ 2,313,070.00





Bid #D211426381  
Elevator and Escalator Maintenance and Repair (Re-Bid)  
Lot: Group 1

Item #	Item	Qty	Unit	Xpert Elevator Services Inc		Eastern Elevator Service Inc.		Thyssenkrupp Elevator		Oracle Elevator	
				Price	Total	Price	Total	Price	Total	Price	Total
D211426381--01-01	Maintenance and Repair--BCJC Escalator No. 05329	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-02	Maintenance and Repair--BCJC Escalator No. 05330	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-03	Maintenance and Repair--BCJC Elevator No. 02908	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-04	Maintenance and Repair--BCJC Elevator No. 03652	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-05	Maintenance and Repair--BCJC Elevator No. 9466	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-06	Maintenance and Repair--BCJC Elevator No. 11959	24	month	\$300.00	\$7,200.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-07	Maintenance and Repair--BCJC Elevator No. 5331	24	month	\$300.00	\$7,200.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-08	Maintenance and Repair--BCJC Elevator No. 5332	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-09	Maintenance and Repair--BCJC Elevator No. 39070	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-10	Maintenance and Repair--BCJC Elevator No. 39069	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$775.08	\$18,601.92	\$825.00	\$19,800.00
D211426381--01-11	Maintenance and Repair--BCJC Elevator No. 46249	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-12	Maintenance and Repair--BCJC Elevator No. 6255	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-13	Maintenance and Repair--BCJC Elevator No. 46250	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-14	Maintenance and Repair--BCJC Elevator No. 46251	24	month	\$140.00	\$3,360.00	\$400.00	\$9,600.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-15	Maintenance and Repair--BCJC Elevator No. 46256	24	month	\$140.00	\$3,360.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-16	Maintenance and Repair--BCJC Elevator No. 46265	24	month	\$110.00	\$2,640.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-17	Maintenance and Repair--BCJC Elevator No. 46257	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-18	Maintenance and Repair--BCJC Elevator No. 46258	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-19	Maintenance and Repair--BCJC Elevator No. 46259	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-20	Maintenance and Repair--BCJC Elevator No. 46260	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-21	Maintenance and Repair--BCJC Elevator No. 46252	24	month	\$140.00	\$3,360.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-22	Maintenance and Repair--BCJC Elevator No. 46253	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-23	Maintenance and Repair--BCJC Elevator No. 46254	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-24	Maintenance and Repair--BCJC Elevator No. 46248	24	month	\$140.00	\$3,360.00	\$400.00	\$9,600.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-25	Maintenance and Repair--Midrise Elevator No. 42223	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00

The following inputs for Group 1 are based on the bid requirements of one (1) full time mechanic and one (1) full time helper.



Bid #D211426381  
Elevator and Escalator Maintenance and Repair (Re-Bid)  
Lot: Group 1

Item #	Item	Qty	Unit	Xpert Elevator Services Inc		Eastern Elevator Service Inc.		Thyssenkrupp Elevator		Oracle Elevator	
				Price	Total	Price	Total	Price	Total	Price	Total
D211426381--01-26	Maintenance and Repair-Midrise Elevator No. 42224	24	month	\$325.00	\$7,800.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-27	Maintenance and Repair-Midrise Elevator No. 42225	24	month	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-28	Maintenance and Repair-Midrise Elevator No. 42226	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-29	Maintenance and Repair-Midrise Elevator No. 42227	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-30	Maintenance and Repair-Midrise Elevator No. 42228	24	month	\$325.00	\$7,800.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-31	Maintenance and Repair-GC East Elevator No. 34420	24	month	\$110.00	\$2,640.00	\$200.00	\$4,800.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-32	Maintenance and Repair-GC East Elevator No. 34421	24	month	\$110.00	\$2,640.00	\$200.00	\$4,800.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-33	Maintenance and Repair-GC East Elevator No. 34422	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-34	Maintenance and Repair-GC East Elevator No. 00112	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-35	Maintenance and Repair-GC East Escalator No. 00182	24	month	\$400.00	\$9,600.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-36	Maintenance and Repair-GC East Escalator No. 00183	24	month	\$110.00	\$2,640.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-37	Maintenance and Repair-GC East Escalator No. 02068	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-38	Maintenance and Repair-GC East Escalator No. 02069	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-39	Maintenance and Repair-GC East Escalator No. 34418	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-40	Maintenance and Repair-GC East Escalator No. 34419	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-41	Maintenance and Repair-GC Annex Elevator No. 05095	24	month	\$110.00	\$2,640.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-42	Maintenance and Repair-GC Annex Elevator No. 02633	24	month	\$110.00	\$2,640.00	\$400.00	\$9,600.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-43	Maintenance and Repair-GC Annex Escalator No. 2631	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-44	Maintenance and Repair-GC Annex Escalator No. 2632	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-45	Maintenance and Repair-GC Garage Elevator No. 45817	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-46	Maintenance and Repair-GC Garage Elevator No. 45818	24	month	\$140.00	\$3,360.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-47	Maintenance and Repair-GC Garage Elevator No. 45819	24	month	\$140.00	\$3,360.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-48	Maintenance and Repair-GC Garage Elevator No. 03268	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-49	Maintenance and Repair-GC Garage Elevator No. 03267	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-50	Maintenance and Repair-Main Library Elevator No. 31920	24	month	\$110.00	\$2,640.00	\$200.00	\$4,800.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-51	Maintenance and Repair-Main Library Elevator No. 31921	24	month	\$140.00	\$3,360.00	\$200.00	\$4,800.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-52	Maintenance and Repair-Main Library Elevator No. 31922	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00



Bid #D211426381  
Elevator and Escalator Maintenance and Repair (Re-Bid)  
Lot: Group 1

Item #	Item	Qty	Unit	Xpert Elevator Services Inc		Eastern Elevator Service Inc.		Thyssenkrupp Elevator		Oracle Elevator	
				Price	Total	Price	Total	Price	Total	Price	Total
D211426381--01-53	Maintenance and Repair--Main Library Elevator No. 31923	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-54	Maintenance and Repair--Main Library Elevator No. 31924	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-55	Maintenance and Repair--Main Library Escalator No. 32224	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-56	Maintenance and Repair--Main Library Escalator No. 32225	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-57	Maintenance and Repair--PSB Elevator No. 44972	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-58	Maintenance and Repair--PSB Elevator No. 44973	24	month	\$149.00	\$3,576.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-59	Maintenance and Repair--PSB Elevator No. 44974	24	month	\$110.00	\$2,640.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-60	Maintenance and Repair--PSB Escalator No. 44975	24	month	\$350.00	\$8,400.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-61	Maintenance and Repair--PSB Escalator No. 44976	24	month	\$325.00	\$7,800.00	\$400.00	\$9,600.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-62	Maintenance and Repair--PSB Elevator No. 44977	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-63	Maintenance and Repair--PSB Elevator No. 45896	24	month	\$325.00	\$7,800.00	\$500.00	\$12,000.00	\$662.90	\$15,909.60	\$825.00	\$19,800.00
D211426381--01-64	Maintenance and Repair--BSO Dist. 5 Elevator No. 44978	24	month	\$325.00	\$7,800.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-65	Maintenance and Repair--EOC Elevator No. 52083	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-66	Maintenance and Repair--EOC Elevator No. 10-00051	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-67	Maintenance and Repair--SRCH Escalator No. 26924	24	month	\$325.00	\$7,800.00	\$200.00	\$4,800.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-68	Maintenance and Repair--SRCH Escalator No. 26925	24	month	\$325.00	\$7,800.00	\$200.00	\$4,800.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00
D211426381--01-69	Maintenance and Repair--SRCH Elevator No. 26922	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-70	Maintenance and Repair--SRCH Garage Elevator No. 42240	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-71	Maintenance and Repair--GC West Elevator No. 33501	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-72	Maintenance and Repair--GC West Elevator No. 33502	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-73	Maintenance and Repair--GC West Elevator No. 33503	24	month	\$140.00	\$3,360.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-74	Maintenance and Repair--GC West Elevator No. 33504	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-75	Maintenance and Repair--GC West Garage Elevator No. 33505	24	month	\$110.00	\$2,640.00	\$100.00	\$2,400.00	\$185.18	\$4,444.32	\$400.00	\$9,600.00
D211426381--01-76	Maintenance and Repair--GC West Escalator No. 0400895	24	month	\$325.00	\$7,800.00	\$200.00	\$4,800.00	\$767.80	\$18,427.20	\$1,175.00	\$28,200.00



Bid #D211426381  
Elevator and Escalator Maintenance and Repair (Re-Bid)  
Lot: Group 1

Item #	Item	Qty	Unit	Xpert Elevator Services Inc Price	Xpert Elevator Services Inc Total	Notes	Eastern Elevator Service Inc. Price	Eastern Elevator Service Inc. Total	Notes	Thyssenkrupp Elevator Price	Thyssenkrupp Elevator Total	Notes	Oracle Elevator Price	Oracle Elevator Total	Notes
D211426381--01-77	Maintenance and Repair--GC West Escalator No. 0400896	24	month	\$325.00	\$7,800.00		\$400.00	\$9,600.00		\$767.80	\$18,427.20	GOV CTR ESC	\$1,175.00	\$28,200.00	
D211426381--01-78	Maintenance and Repair--Main Library Escalator No. 10-00044	24	month	\$325.00	\$7,800.00		\$400.00	\$9,600.00		\$767.80	\$18,427.20	LIBRARY ESC	\$1,175.00	\$28,200.00	
D211426381--01-79	Maintenance and Repair--Main Library Escalator No. 10-00045	24	month	\$350.00	\$8,400.00		\$400.00	\$9,600.00		\$767.80	\$18,427.20	LIBRARY ESC	\$1,175.00	\$28,200.00	
D211426381--01-80	Maintenance and Repair--84 Health Center Ops Elevator No. 40614	24	month	\$110.00	\$2,640.00		\$200.00	\$4,800.00		\$185.18	\$4,444.32	84 CTR HYDRO	\$400.00	\$9,600.00	
D211426381--01-81	Maintenance and Repair--84 Health Center Elevator No. 9998	24	month	\$110.00	\$2,640.00		\$400.00	\$9,600.00		\$662.90	\$15,909.60	84 CTR TRAC	\$825.00	\$19,800.00	
D211426381--01-82	Maintenance and Repair--Paul Hughes Bldg Elevator No. 52089	24	month	\$110.00	\$2,640.00		\$400.00	\$9,600.00		\$185.18	\$4,444.32	PAUL HUGHES HYDRO	\$400.00	\$9,600.00	
D211426381--01-83	Maintenance and Repair--84 Admin. Bldg Elevator No. 207751	24	month	\$110.00	\$2,640.00		\$200.00	\$4,800.00		\$185.18	\$4,444.32	84 ADMIN HYDRO	\$400.00	\$9,600.00	
D211426381--01-84	Maintenance and Repair--84 Admin. Bldg Elevator No. 207752	24	month	\$110.00	\$2,640.00		\$200.00	\$4,800.00		\$185.18	\$4,444.32	84 ADMIN HYDRO	\$400.00	\$9,600.00	
D211426381--01-85	Maintenance and Repair--Hunter Bldg Elevator No. 39425	24	month	\$110.00	\$2,640.00		\$200.00	\$4,800.00		\$185.18	\$4,444.32	HUNTER BLDG HYDRO	\$400.00	\$9,600.00	
D211426381--01-86	Maintenance and Repair--Hunter Bldg Elevator No. 39426	24	month	\$110.00	\$2,640.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	HUNTER BLDG HYDRO	\$400.00	\$9,600.00	
D211426381--01-87	Maintenance and Repair--Transit S. Maint Bldg Elevator No. 14-00146	24	month	\$110.00	\$2,640.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	RAVENSWOOD HYDRO	\$400.00	\$9,600.00	
D211426381--01-88	Maintenance and Repair--Transit S. Maint Bldg Elevator No. 14-00147	24	month	\$110.00	\$2,640.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	RAVENSWOOD HYDRO	\$400.00	\$9,600.00	
D211426381--01-89	Maintenance and Repair--Transit S. Maint Bldg Elevator No. 15-00094	24	month	\$110.00	\$2,640.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	RAVENSWOOD HYDRO	\$400.00	\$9,600.00	
D211426381--01-90	Maintenance and Repair--Transit S. Maint Bldg Elevator No. 15-00095	24	month	\$110.00	\$2,640.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	RAVENSWOOD HYDRO	\$400.00	\$9,600.00	
D211426381--01-91	Maintenance and Repair--Transit O&M South Garage Elevator No. 15-00055	24	month	\$140.00	\$3,360.00		\$100.00	\$2,400.00		\$185.18	\$4,444.32	RAVENSWOOD	\$400.00	\$9,600.00	
D211426381--01-92	Annual Maintenance--BCJC West Wing Wheelchair Lift No. 45382	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	BCJC WCL	\$150.00	\$300.00	
D211426381--01-93	Annual Maintenance--BCJC North Wing Wheelchair Lift No. 205989	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	BCJC WCL	\$150.00	\$300.00	
D211426381--01-94	Annual Maintenance--BCJC North Wing Wheelchair Lift No. 47185	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	BCJC WCL	\$150.00	\$300.00	
D211426381--01-95	Annual Maintenance--BCJC North Wing Wheelchair Lift No. 47184	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	BCJC WCL	\$150.00	\$300.00	
D211426381--01-96	Annual Maintenance--BCJC North Wing Wheelchair Lift No. 47183	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	BCJC WCL	\$150.00	\$300.00	
D211426381--01-97	Annual Maintenance--Main Library Dumbwaiter No. 31925	2	each	\$80.00	\$160.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	LIBRARY DW	\$150.00	\$300.00	
D211426381--01-98	Annual Maintenance--Main Library Dumbwaiter No. 31926	2	each	\$80.00	\$160.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	LIBRARY DW	\$150.00	\$300.00	
D211426381--01-99	Annual Maintenance--GC East Wheelchair Lift No. 51199	2	each	\$60.00	\$120.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	GOV CTR WCL	\$150.00	\$300.00	
D211426381--01-100	Annual Maintenance--GC East Dumbwaiter No. 50294	2	each	\$80.00	\$160.00		\$500.00	\$1,000.00		\$1,330.56	\$2,661.12	GOV CTR DW	\$150.00	\$300.00	
D211426381--01-101	Labor Rate Mechanic (Regular Hours)	40	hour	\$91.00	\$3,640.00		\$98.00	\$3,920.00		\$175.50	\$7,020.00		\$226.00	\$9,040.00	
D211426381--01-102	Labor Rate Helper (Regular Hours)	30	hour	\$50.00	\$1,500.00		\$68.00	\$2,040.00		\$140.40	\$4,212.00		\$189.00	\$5,670.00	
D211426381--01-103	Labor Rate Mechanic (Other Hours)	10	hour	\$154.00	\$1,540.00		\$168.00	\$1,680.00		\$351.00	\$3,510.00		\$339.00	\$3,390.00	
D211426381--01-104	Labor Rate Helper (Other Hours)	10	hour	\$85.00	\$850.00		\$98.00	\$980.00		\$280.80	\$2,808.00		\$169.50	\$1,695.00	
D211426381--01-105	Labor Rate Hurricane Standby Mechanic	10	hour	\$154.00	\$1,540.00		\$168.00	\$1,680.00		\$260.00	\$2,600.00		\$226.00	\$2,260.00	
													\$1,168,560.08	\$1,647,755.00	
													\$732,100.00		
													\$475,006.00		

Bid #D2114263B1  
Elevator and Escalator Maintenance and Repair (Re-Bid)  
Lot: Group 2

Item #	Item	Qty	Unit	Eastern Elevator Service Inc.		Xpert Elevator Services Inc		Oracle Elevator		Thyssenkrupp Elevator		Thyssenkrupp Elevator (alternate)		Notes
				Price	Total	Price	Total	Price	Total	Price	Total	Price	Total	
D2114263B1-02-01	Maintenance and Repair-WRCH Elevator No. 05329	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	<p>This Alternate price is based on ThyssenKrupps recommended maintenance program for Group 2. ThyssenKrupp Elevator recommends that the Hydraulic elevators in Group 2 be set up for a minimum of four (4) Preventative Maintenance visits per year. Each PM visit will be of one (1) hour minimum. The elevators will be routed for callbacks to the specified route mechanics for the area they fall in. This alternate will provide these elevators with their required Preventative Maintenance needs and will allow for fastest response times in case of shut downs. There will not be one (1) Full Time Mechanic and one (1) Part Time Helper specifically assigned and dedicated to these Hydraulic elevators only as per the specification on the bid. The units will be absorbed into current ThyssenKrupp service routes in Broward County. All other terms of the bid specification will remain in full force and effect.</p>
D2114263B1-02-02	Maintenance and Repair-WRCH Elevator No. 45697	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-03	Maintenance and Repair-NRCH Elevator No. 44494	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-04	Maintenance and Repair-SW Regional Elevator No. 57631	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-05	Maintenance and Repair-SW Regional Elevator No. 57632	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-06	Maintenance and Repair-Weston Library Elevator No. 05-00033	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-07	Maintenance and Repair-Pompano Beach Library Elevator No. 25018	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-08	Maintenance and Repair-Imperial Point Library Elevator No. 40555	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-09	Maintenance and Repair-NW Regional Library Elevator No. 58984	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-10	Maintenance and Repair-NW Regional Library Elevator No. 58985	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-11	Maintenance and Repair-AAR Library Elevator No. 108857	24	month	\$1,000.00	\$2,400.00	\$325.00	\$7,800.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-12	Maintenance and Repair-AAR Library Elevator No. 108858	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-13	Maintenance and Repair-West Regional Library Elevator No. 06-00089	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-14	Maintenance and Repair-West Regional Library Elevator No. 06-00090	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-15	Maintenance and Repair-West Regional Library Garage Elevator No. 06-00091	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-16	Maintenance and Repair-Margate Library Wheelchair Lift No. 409362	24	month	\$1,000.00	\$2,400.00	\$60.00	\$1,440.00	\$150.00	\$3,600.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-17	Maintenance and Repair-Miramar Library Elevator No. 07-00412	24	month	\$1,000.00	\$2,400.00	\$325.00	\$7,800.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-18	Maintenance and Repair-Miramar Library Elevator No. 07-00413	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-19	Maintenance and Repair-Central Homeless Shelter Elevator No. 54955	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-20	Maintenance and Repair-Fern Forest Park Elevator No. 33818	24	month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-21	Maintenance and Repair-Anne Kolb Nature Ctr. Elevator No. 49866	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	
D2114263B1-02-22	Maintenance and Repair-Central Broward Regional Park Elevator No. 07-00307	24	month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00	

D211426381-02-23	Maintenance and Repair-WWS Operations Ctr. Elevator No. 44216	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-24	Maintenance and Repair-WWS Admin. Bldg. Elevator No. 44207	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-25	Maintenance and Repair-WWS Dist. 2 Water Supply Elevator No. 20676	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-26	Maintenance and Repair-Mass Transit Admin. Bldg. Elevator No. 33990	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-27	Maintenance and Repair-Mass Transit Maint. Bldg. Elevator No. 33992	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-28	Maintenance and Repair-Mass Transit Ops. Bldg. Elevator No. 33991	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-29	Maintenance and Repair-Mass Transit Maint. Bldg. Elevator No. 34036	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-30	Maintenance and Repair-Mass Transit Bldg. 6 Elevator No. 05-00433	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-31	Maintenance and Repair-Traffic Engineering Elevator No. 401143	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-32	Maintenance and Repair-Traffic Engineering Elevator No. 401144	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-33	Maintenance and Repair-Mills Center Elevator No. 09-00218	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-34	Maintenance and Repair-Mills Center Elevator No. 09-00219	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-35	Maintenance and Repair-Mills Center Elevator No. 09-00220	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-36	Maintenance and Repair-Mills Center Elevator No. 09-00221	24 month	\$1,000.00	\$2,400.00	\$140.00	\$3,360.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-37	Maintenance and Repair-Historical Commission Elevator No. 08-00250	24 month	\$1,000.00	\$2,400.00	\$325.00	\$7,800.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-38	Maintenance and Repair-Carpenter House Wheelchair Lift No. 10-00082	24 month	\$1,000.00	\$2,400.00	\$60.00	\$1,440.00	\$150.00	\$3,600.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-39	Maintenance and Repair-Housing Finance Authority Elevator No. 42502	24 month	\$1,000.00	\$2,400.00	\$110.00	\$2,640.00	\$640.00	\$15,360.00	\$942.00	\$22,608.00	\$260.00	\$6,240.00
D211426381-02-40	Labor Rate Mechanic (Regular Hours)	40 hour	\$98.00	\$3,920.00	\$91.00	\$3,640.00	\$226.00	\$9,040.00	\$175.50	\$7,020.00	\$260.00	\$6,240.00
D211426381-02-41	Labor Rate Helper (Regular Hours)	30 hour	\$68.00	\$2,040.00	\$50.00	\$1,500.00	\$189.00	\$5,670.00	\$140.40	\$4,212.00	\$260.00	\$6,240.00
D211426381-02-42	Labor Rate Mechanic (Other Hours)	10 hour	\$138.00	\$1,380.00	\$154.00	\$1,540.00	\$339.00	\$3,390.00	\$351.00	\$3,510.00	\$260.00	\$6,240.00
D211426381-02-43	Labor Rate Helper (Other Hours)	10 hour	\$98.00	\$980.00	\$85.00	\$850.00	\$169.50	\$1,695.00	\$280.00	\$2,800.00	\$260.00	\$6,240.00
			\$1,01,920.00	\$1,01,920.00	\$137,970.00	\$595,315.00	\$899,254.00	\$243,360.00				

# **Exhibit 4**

*Reject Non-responsive for failure to provide Bid Bond*

Bid Title: Elevator and Escalator Maintenance and Repair (Re-Bid)

Bid No.: D2114263B1

Date Opened: 8/19/17

BIDDER: Xpert Elevator SCS

**REQUIRED SUBMITTALS**

**At Time of Bid Opening:**

Item Response Form

Vendor Acknowledgement (Completed and Signed)

Authorized Signature  Delegated Authority Letter  or N/A

MUST Addendum No.  or  N/A

Item Response Form/Addendum No.  or  N/A

Bid Guaranty (5%) of Bid Amount  or  N/A Power of Attorney  or N/A

Min.      % Performance by Vendor  or  N/A

CBE Documents: N/A

Prior to Award:	rec'd w/Bid	Date Requested	Date Rec'd
Specification Responses	NA		
SHOULD Addendum No. <sup>2</sup> <del>1</del>	<input checked="" type="checkbox"/>		
Vendor Questionnaire	inc	8/30	8/31
Litigation History Form	<input checked="" type="checkbox"/>		
Insurance Delivery Info. (B.2)	<input checked="" type="checkbox"/>		
Insurance Cert.	-	8/30	8/31 needs corrections
Contractors License	web	8/30	8/31
BC Business Tax Receipt	web	8/30	8/31
Domestic Partner	inc	8/30	8/31
Local or Locally-Headquartered Business Certification	<input checked="" type="checkbox"/>	Local	
Subcontractors/Subconsultants/Suppliers Form	<input checked="" type="checkbox"/>		
Drug Free Cert.	<input checked="" type="checkbox"/>		
Workforce Investment Program Certification	<input checked="" type="checkbox"/>		
Scrutinized Co. Certification	<input checked="" type="checkbox"/>		
Living Wage Cert.	-	8/30	8/31
Living Wage Exemption Form	-	8/30	-
Personnel Listing	NA		
Form for Certificate and Affidavit for Bonds Under \$500K	-		
Bid Bond Verification and P/PG Attainment Capacity Email			
Performance and Payment Guaranty (50% of bid amount)			
	W-9	8/30	8/31



# **Exhibit 5**



**TO:** Randy Plunkett  
Purchasing Division  
**FROM:** Scott Campbell, Director  
Facilities Management Division  
**SUBJECT:** Solicitation No.: D2114263B1  
Elevator and Escalator Maintenance and Repair

Recommended Vendor: Eastern Elevator Service, Inc.  
Recommended Group(s)/Line Item(s): Group 1  
Initial Award Amount: \$792,100.00 Potential Total Amount: \$1,980,250.00  
Initial Contract Term: Two Years Contract Term, including Renewals: Five Years

**CONCURRENCE:**

The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I  
 have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**FINANCIAL BACKGROUND/D & B REPORT: (check one)**

I am satisfied with the Vendor's financial background and/or rating and payment performance.  
 Not applicable

**LITIGATION HISTORY: (check one)**

I have reviewed the Litigation History Form and there is no issue of concern.  
 Refer to additional information from the Office of the County Attorney to address an issue/concern.

**PAST PERFORMANCE: (check all that apply)**

I have reviewed the Vendor's past Performance Evaluations in Contracts Central and:

- Vendor received an overall rating  $\geq 2.59$  on all evaluations.
- No evaluations within the past three years contained any items rated a score of 2 or less.
- Vendor received a rating  $\leq 2.59$  on an evaluation(s). Refer to additional information.
- Vendor received a score of  $\leq 2$  on an individual item(s). Refer to additional information.
- Past evaluations are not relevant to the scope of this contract.
- No past Performance Evaluations exist in Contracts Central.

**AND**

Reference Verification Forms are attached.

**OR**

Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$50,000 and the Vendor has a Performance Evaluation within the past three years.

**NON-CONCURRENCE:**

I do not concur. Detailed reason for non-concurrence is attached.

Director, Facilities Management

TYPED NAME OF SIGNER: Scott Campbell  
(Individual authorized to administer the contract.)

TITLE:

SIGNATURE:

DATE: 10/6/17



Public Works Department

**Facilities Management Division**

115 S. Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-5500 • FAX 954-357-6136

TO: Brenda Billingsley, Director  
Purchasing Division

FROM: Scott Campbell, Director  
Facilities Management Division

DATE: October 5, 2017

SUBJECT: Solicitation No. D2114263B1  
Elevator and Escalator Maintenance and Repair - Non-Concurrence

With Regards to the above reference solicitation, the Facilities Management Division (FMD) does not concur with award of Group 1 to apparent low bidder Eastern Elevator Service, Inc. (Eastern Elevator). Pursuant to Section 21.41 of the procurement Code - Determination of Non-Responsibility, the non-concurrence is based on the unbalanced bid price submitted by Eastern Elevator. A review of the bid tabulation results indicates the Eastern Elevator is approximately 40% less than the next lowest bidder and current incumbent ThyssenKrupp Elevators Inc. Further, the bid price submitted by Eastern Elevator is also approximately 40% less than the current contract price which has been in place for five years and has not had a price escalation / increase.

Historically, FMD has experienced poor service and contract compliance with vendors who's pricing is at least 40% lower than the next lowest bid.

Examples include:

1. OJS Systems, Inc., (OJS) for Janitorial Services for Broward County Judicial Complex, Request for Proposals (RFP) No. R0899203P1. The contract was awarded by the Broward County Board of County Commissioners (Board) on June 26, 2012, Agenda Item 103. OJS bid price for the judicial complex was approximately 43% of the previous contract price. On January 28, 2014, Facilities Management Division (FMD) discovered that OJS Systems, Inc. was no longer providing janitorial services at the Judicial Complex. Without consent from Broward County, OJS ceased operating as the prime contractor and reassigned their work to 3 H Service System, Inc. Additionally, OJS Systems, Inc. failed to provide the County with a certificate of insurance, despite many requests, including a certified letter. On February 14, 2014, an investigator from the State of Florida, Division of Workers' Compensation, issued a stop work order to 3 H Service System, Inc., for failure to produce required business records. On February 24, 2014, a notice was sent to OJS Systems, Inc., effectively terminating the Agreement with OJS Systems, Inc.

2. Lawn Wizard for Grounds Maintenance Services for Groups 1 through 5, Bid No. T1007713B1, for the Facilities Maintenance Division and Solid Waste and Recycling Services. The contract was awarded by the Board on September 23, 2014, Agenda Item 59. Lawn Wizard was the lowest bidder on all groups, but on average was 33% lower than the next lowest bidders. On September 29, 2015 Lawn Wizard USA, Inc. was sent a Notice of Debarment for failure to perform and comply with contract requirements on multiple contracts with the County.
3. Florida Native Lawn Services, LLC, for Grounds Maintenance Services (County Business Enterprise Reserve), Bid No. L1391930B1, for Facilities Management Division and other County agencies. The contract was awarded by the Board on May 24, 2016 Agenda Item 31. Florida native was the lowest bidder on groups 3, 4, 5 and 6, but on average was 48% lower than the next lowest bidders. On August 1, 2017 Florida Native Lawn Services, LLC sent a letter to FMD stating that they could no longer perform services for Groups 4 and 5. Resolution is currently pending with the Purchasing Division

Please contact Ian Mitchell (954)-357-5675 if you require additional information regarding this Non-Concurrence.



Broward County Commission Regular Meeting

18.

Meeting Date: 04/08/2014

Director's Name: Scott G. Miller

Department: Finance &amp; Administrative Services

Division:

Purchasing

## Information

## Requested Action

**MOTION TO NOTE FOR THE RECORD** Emergency Open-End Contract to Triangle Services of Florida, Inc., for Janitorial Services for the Broward County Judicial Complex, Solicitation No. R1226007PX, in the estimated monthly amount of \$117,000 for the Facilities Management Division and authorize the Director of Purchasing to renew the contract for three years for an estimated three-year amount of \$4,212,000, for a potential total estimated contract amount of \$4,446,000. The initial contract period began on February 17, 2014 and shall terminate on June 25, 2014.

*(This item was pulled by Commissioner LaMarca item.)*

**ACTION: (T-10:46 AM) Approved. (Refer to minutes for full discussion.)**

**VOTE: 9-0. Commissioner Ritter voted in the affirmative telephonically.**

## Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21. 39.b, all emergencies over the award authority of the Director of Purchasing are to be noted to the Board of County Commissioners.

## What Action Accomplishes

Provides for uninterrupted, continued janitorial services at the Broward County Judicial Complex and a clean and hygienic environment without exception for members of the public and County Staff.

## Is this Action Goal Related

## Previous Action Taken

None

## Summary Explanation/ Background

THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT/FACILITIES MANAGEMENT DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION.

On February 8, 2011 (Item No. 33), the Board approved RFP No. R0899203P1 for Janitorial Services for Large Complexes.

On June 26, 2012 (Item No. 103), the Board approved the Agreement between Broward County and OJS Systems, Inc., for Janitorial Services for the Broward County Judicial Complex.

On January 28, 2014, Facilities Management Division (FMD) discovered that OJS Systems, Inc. was no longer providing janitorial services at the Judicial Complex. Without consent from Broward County, OJS Systems, Inc. ceased operating as the prime contractor and reassigned their work to 3 H Service System, Inc. Additionally, OJS Systems, Inc. failed to provide the County with a certificate of insurance, despite many requests, including a certified letter. On February 6, 2014, County staff including the County Attorney's Office, the Office of Economic and Small Business Development, the Purchasing Division and FMD met to discuss a remedial course of action. Prior to implementing the County's plan to remedy, a stop work order was issued by the Division of Workers Compensation. On February 14, 2014, an investigator from the State of Florida, Division of Workers Compensation, issued a stop work order to 3 H Service System, Inc., for failure to produce required business records within five business days which is in violation of Section 440.107(7)(a), Florida Statutes.

On February 17, 2014, the Director of Facilities Management issued a request for an emergency procurement (Exhibit 1). The County contacted Triangle Services of Florida, Inc. to determine the interest in pursuing an interim agreement, since Triangle Services of Florida, Inc. was the second-ranked firm for the Janitorial Services solicitation for the Broward County Judicial Complex, RFP No. R0899203P1.

On February 21, 2014, a Sunshined negotiation Meeting was held with Triangle Services of Florida, Inc. The meeting was

attended by representatives from the Facilities Management Division, the Purchasing Division, the County Attorney's Office, the County Auditor's Office, the Office of Economic and Small Business Development and Triangle Services of Florida, Inc. At the time of the meeting all parties agreed to the same terms and conditions of the original Agreement, including the original pricing from Triangle Services of Florida, Inc. that was submitted with their response to RFP No. R0899203P1 by the deadline of March 21, 2011.

On February 24, 2014, notice was sent to OJS Systems, Inc., effectively terminating the Agreement with OJS Systems, Inc.

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Fiscal Impact

Fiscal Impact/Cost Summary:

Each requirement against this open-end agreement will be funded by the appropriate fund account at the time of release.

RQM No. FM02181400000000011; Folder No. 1226007

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Attachments

Exhibit 1 - Request for Emergency Purchase Order-Janitorial Services

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Finance and Administrative Services Department  
**PURCHASING DIVISION**  
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

Certified Mail No. 7003 1010 0003 0948 2279

September 29, 2015

Mr. John Longo, President  
Ms. Maria Longo (former President)  
Lawn Wizard USA, Inc.  
4406 NE 6 Avenue  
Oakland Park, FL 33334

**Re: Notice of Debarment – Lawn Wizard USA, Inc.**

Dear Mr. Longo:

The purpose of this letter is to inform you of an intended action to be taken against your company, Lawn Wizard USA, Inc. (Lawn Wizard), regarding your firm's failure to perform and comply with contract requirements on multiple contracts with the County. This decision is being rendered based on the following:

- On April 14, 2015, the County served notice to Lawn Wizard, that the Broward County Purchasing Division was reviewing your firm for possible suspension and/or debarment from consideration for award of future contracts, with Broward County, as authorized by the County's Procurement Code, Section 21.119 (**Exhibit 1 – not including previously sent attachments**).
- On June 16, 2015, we sent a follow up letter detailing the outstanding contract issues with Lawn Wizard, regarding Contract No. E1189001B1, Ground Maintenance Services for Facilities Management Division as well as an outstanding Notice of Non-Compliance with Contract Requirements for Contract No. L1078709B1, Ground Maintenance for Water and Wastewater Services. In an effort to allow Lawn Wizard to address any outstanding issues and contract compliance, I provided additional time, until June 26, 2015, to resolve issues prior to making a final decision regarding a Notice of Suspension or Debarment (**Exhibit 2**).
- On June 22, 2015, the Purchasing Division issued a Notice of Breach for Contract No. E1189001B1, Ground Maintenance Services. A response was not received to the letter or the notice with any explanation or cure; only a response requesting all correspondence be forwarded to Lawn Wizard's legal counsel (**Exhibit 3 & 4**).
- On July 7, 2015, Lawn Wizard sent a notice to the Accounting Division that it "has officially closed." Lawn Wizard directed any requests for further explanation be sent to Lawn Wizard's legal counsel (**Exhibit 5**).

John Longo, President, Lawn Wizard USA, Inc.  
Notice of Debarment - Lawn Wizard USA, Inc.  
September 29, 2015  
Page 2 of 2

Prior to the closing of Lawn Wizard's business, the failure to remedy outstanding issues was readily apparent. At least two scheduled meetings with Facilities Management Division were not attended by any representative of Lawn Wizard to discuss contract issues. The County attempted to remedy outstanding contract compliance issues, however Lawn Wizard's failure to ultimately perform is hard to defend. Numerous e-mails were exchanged between the County and Lawn Wizard, but often the response received attacked inspections and/or payments by the County. Responses were not received concerning Living Wage, lack of current insurance, and the scheduling or performance of services, besides the later instructions to contact legal counsel. The County is not under any obligation to contact your legal counsel and as a principal of the firm, the management of day-to-day services is your responsibility.

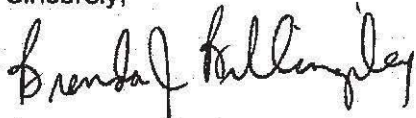
The actions of Lawn Wizard (and its principal) is unacceptable and cannot be ignored. Therefore, pursuant to Section 21.119.b.4, based on the facts chronicled in the above referenced letters and notice, you are hereby given notice that Lawn Wizard is debarred from conducting business with Broward County for a period of three (3) years. During this debarment period, neither the firm, its affiliates, nor other companies with any of the officers or principals, the same as Lawn Wizard, may bid on any Broward County contract, regardless of dollar amount; nor may any of them be approved as a subcontractor of any County contract. If you are desirous to appeal this decision, you may adhere to the procedures stated below:

In accordance with the Broward County Procurement Code, Section 21.120, "Any person having a substantial interest in the matter, who is dissatisfied with the notification of the Director of Purchasing's determination regarding ... or a determination to debar or refusal to reinstate, must, within ten (10) calendar days of such notification, appeal said determination to the County in accordance with the hearing procedures contained in Subsection 21.118 of this Code." The Hearing Officer shall only determine whether procedural due process has been afforded, whether essential requirements of law have been observed, whether the Director of Purchasing's findings are arbitrary, capricious, or an abuse of discretion or whether such findings are in accordance with the law or are unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept adequate to support a conclusion.

In order to request a hearing before a Hearing Officer you must, within ten (10) calendar days of receipt of this letter, provide a written request for such a hearing. Your written request must be addressed to the Director of Purchasing, 115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301. The request must briefly state the facts and arguments upon which the appeal is made and must be timely made.

You may only be reinstated upon submission of an application to the Director of Purchasing for reinstatement. Enclosed you will find a copy of the Broward County Procurement Code, Section 21.121, which explains the procedure for reinstatement.

Sincerely,



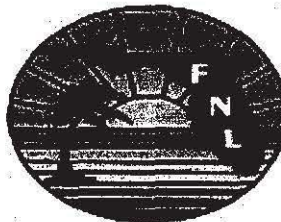
Brenda J. Billingsley, Director  
Purchasing Division

Attachments

BJB/cm/lg

- c: Robert R. Miracle, CPA, CFO/Director, Finance and Administrative Services Department  
Scott Campbell, Director, Facilities Management Division  
Connie Mangan, Purchasing Manager, Purchasing Division  
Celeste Walker, Purchasing Manager, Purchasing Division  
Peter Thomas, Purchasing Manager, Purchasing Division  
James Tillman, Purchasing Manager, Purchasing Division  
Glenn Miller, Assistant County Attorney, Office of the County Attorney  
Daphne Jones, Assistant County Attorney, Office of the County Attorney





**Florida Native LLC.**  
Complete Property Maintenance

**6185 Pine Tree Lane**  
**Tamarac, FL 33319**  
**(954) 579-0050**  
**waters60@msn.com**

Ms. Robin Swanson, Contracts/Grants Administrator  
Facilities Management Division – Contracts Section  
Broward County Public Works Department  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

Re: Grounds Maintenance Contract No. L1391930B1

Dear Ms. Swanson:

Please be advised that as of Tuesday, August 1, 2017, Florida Native Lawn Services LLC will no longer be able to continue servicing Groups 4 and 5 under our contract referenced above, due to a decrease in staff and field equipment. Florida Native will continue servicing Groups 3 and 6.

The decision to no longer provide services for Groups 4 and 5 was not an easy one. But, if we do not have the proper staff and equipment at this time it will show in our work, and that is not professional or fair to the County. We greatly appreciate the opportunity to continue working with Broward County.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shawn Waters". The signature is written in a cursive, flowing style.

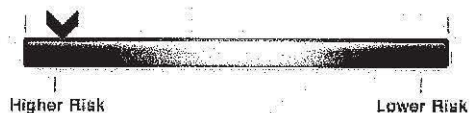
Shawn Waters  
Owner

**EASTERN ELEVATOR INC.** DUNS: 02-108-9689

Credit Information

Risk Summary

**Risk of Late Payment**



Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- Payment information indicates negative payment comments
- Limited time under present management control
- Proportion of past due balances to total amount owing
- Recent high balance past due
- Evidence of recent payment experiences paid later than 30 days
- Higher risk industry based on delinquency rates for this industry

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

**Payment Performance Trend**



The payment performance trend for this company is Unchanged . Payment Trend currently is Unchanged compared to payments three months ago. The most recent payment information in D&B's files is:

- Payments currently: 5 days beyond terms
- Payments 3 months ago: 8 DAYS BEYOND terms
- Industry average: 3 DAYS BEYOND terms

\*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: 10/02/2017

Risk Category  
**High**

Conservative Credit Limit  
**\$0**  
Aggressive Credit Limit  
**\$0**



Company Profile

**Chief Executive:**  
DIRECTOR(S): THE OFFICER(S)  
**Type of Business:** NA

**Line of Business:**  
Whol industrial equipment

<b>Total payment Experiences in D&amp;Bs File:</b>	14
<b>Payments Within Terms:</b> (not dollar weighted)	62%
<b>Total Placed For Collection:</b>	NA
<b>Average Highest Credit:</b>	\$7,250
<b>Largest High Credit:</b>	\$20,000
<b>Highest Now Owing:</b>	\$20,000
<b>Highest Past Due:</b>	\$750

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

**PAYDEX®**

**3 Month PAYDEX®**

**78**

When weighted by dollar amount, payments to suppliers average 3 days beyond terms.

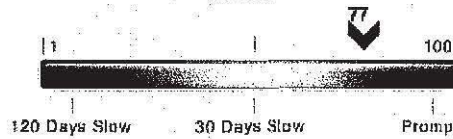


Based on payments collected over the last 3 months

**24 Month PAYDEX®**

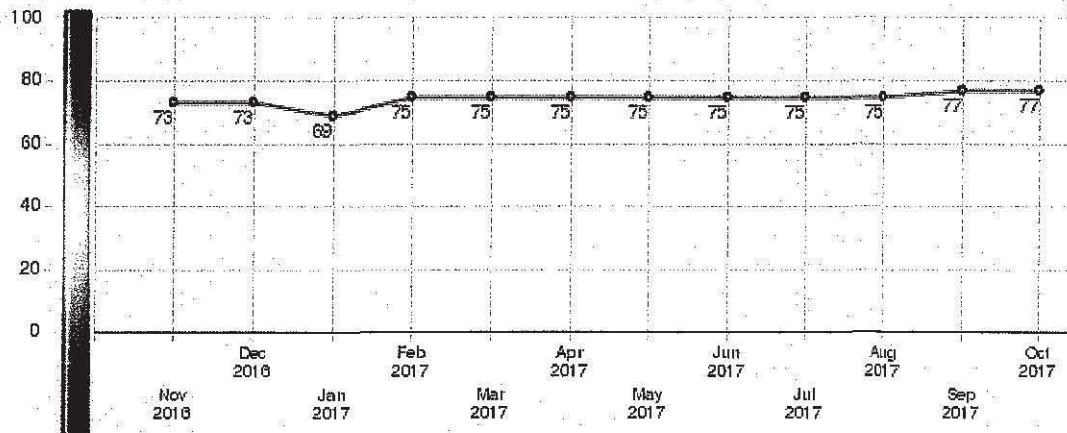
**77 ▲**

When weighted by dollar amount, payments to suppliers average 5 days beyond terms.



Based on payments collected over the last 24 months

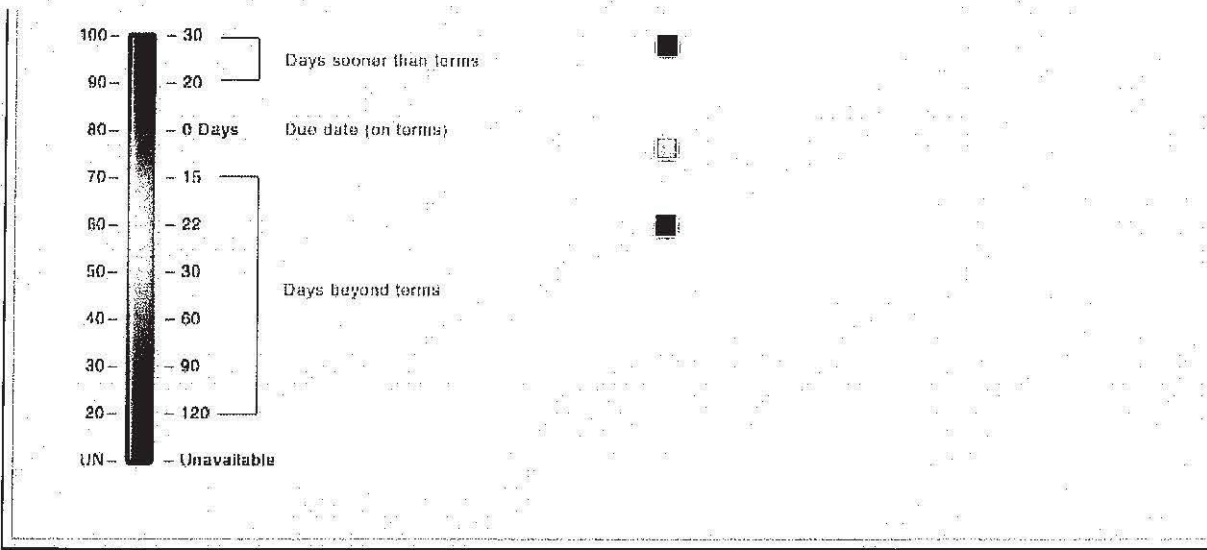
**PAYDEX® Trends - This Company, 12 Months**



**This Company (77)**

Based on payments collected over the last 12 months.

- Current PAYDEX® for this Business is 77, or equal to 5 days beyond terms terms



**LITIGATION HISTORY FORM**

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name:  Email:  Telephone Number:

**Vendor Name: EasternESI**



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title: D2114263B1 - Elevator and Escalator Maintenance and Repair

Reference for: (Name of Firm) Eastern Elevator Serv Inc.

Organization/Firm Name providing reference: Hillsborough County

Contact Name/Title: Joseph Taylor, Facilities Director

Contact E-mail: taylorjo@hillsboroughcounty.gov

Contact Phone: 580-512-3152

Name of Referenced Project: Elevator Maintenance & Repair all buildings.

Contract No. \_\_\_\_\_

Contract Amount: \$860,000

Date Services Provided: November 2015 through Current

(list date range or date services began until "current")

Vendor's role in Project:  Prime Vendor  Sub-consultant/Sub-contractor

Would you use this vendor again?  Yes  No If No, please specify in Additional Comments (below).

**Description of services provided by Vendor:**

Elevator maintenance and repairs.

**Please rate your experience with the referenced Vendor:**

**Needs Improvement      Satisfactory      Excellent      Not Applicable**

**1. Vendor's Quality of Service**

- a. Responsive  Needs Improvement  Satisfactory  Excellent  Not Applicable
- b. Accuracy  Needs Improvement  Satisfactory  Excellent  Not Applicable
- c. Deliverables  Needs Improvement  Satisfactory  Excellent  Not Applicable

**2. Vendor's Organization**

- a. Staff expertise  Needs Improvement  Satisfactory  Excellent  Not Applicable
- b. Professionalism  Needs Improvement  Satisfactory  Excellent  Not Applicable
- c. Turnover  Needs Improvement  Satisfactory  Excellent  Not Applicable

**3. Timeliness of:**

- a. Project  Needs Improvement  Satisfactory  Excellent  Not Applicable
- b. Deliverables  Needs Improvement  Satisfactory  Excellent  Not Applicable

**Additional Comments: (provide on additional sheet if needed)**

References Checked By

Name: Claudja Henry

Title: Senior Contracts/Grants Administrator

Division/Department: Facilities Management Division

Date of Verification: October 05, 2017



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title: D2114263B1 - Elevator and Escalator Maintenance and Repair

Reference for: (Name of Firm) Eastern Elevator Serv Inc.

Organization/Firm Name providing reference: City of Fort Lauderdale

Contact Name/Title: David Smith, Facilities Director

Contact E-mail: DSmith@FortLauderdale.Gov

Contact Phone: 954-257-9375

Name of Referenced Project: Elevator Maintenance & Repair all buildings.

Contract No.

Contract Amount: \$800,000

Date Services Provided: June 2006 to June 2016

(list date range or date services began until "current")

Vendor's role in Project:  Prime Vendor  Sub-consultant/Sub-contractor

Would you use this vendor again?  Yes  No If No, please specify in Additional Comments (below).

**Description of services provided by Vendor:**

Citywide Elevator maintenance

Please rate your experience with the referenced Vendor:

	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Additional Comments: (provide on additional sheet if needed)**

References Checked By

Name: Kevin Bellamy

Title: Senior Contracts/Grants Administrator

Division/Department: Facilities Management Division

Date of Verification: October 04, 2017



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title: D2114263B1 - Elevator and Escalator Maintenance and Repair

Reference for: (Name of Firm) Eastern Elevator Serv Inc.

Organization/Firm Name providing reference: Lee County School District

Contact Name/Title: Richard Batewell, East Zone Service Manager

Contact E-mail: RichardKB@LeeSchools.Net

Contact Phone: 239-707-0935

Name of Referenced Project: Elevator Maintenance, Repair and Modernization.

Contract No.

Contract Amount: \$450,000

Date Services Provided: July 2014 to Present

(list date range or date services began until "current")

Vendor's role in Project:  Prime Vendor  Sub-consultant/Sub-contractor

Would you use this vendor again?  Yes  No If No, please specify in Additional Comments (below).

**Description of services provided by Vendor:**

**Elevator monthly maintenance, phone service, repairs and modernization.**

**Please rate your experience with the referenced Vendor:**

	Needs Improvement	Satisfactory	Excellent	Not Applicable
<b>1. Vendor's Quality of Service</b>				
a. Responsive	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Vendor's Organization</b>				
a. Staff expertise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3. Timeliness of:</b>				
a. Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Additional Comments: (provide on additional sheet if needed)**

**Eastern Elevator is personable; owner will contact schools directly to explain situations and does great company to work with.**

References Checked By

Name: Claudja Henry

Title: Senior Contracts/Grants Administrator

Division/Department: Facilities Management Division

Date of Verification: October 05, 2017



# **Exhibit 6**



**TO:** Randy Plunkett  
Purchasing Division  
**FROM:** Scott Campbell, Director  
Facilities Management Division  
**SUBJECT:** Solicitation No.: D2114263B1  
Elevator and Escalator Maintenance and Repair

Recommended Vendor: Thyssenkrupp Elevator Corporation  
Recommended Group(s)/Line Item(s): Group 1  
Initial Award Amount: \$1,228,560.08 Potential Total Amount: \$3,071,400.20  
Initial Contract Term: Two Years Contract Term, including Renewals: Five Years

**CONCURRENCE:**

The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I  
 have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**FINANCIAL BACKGROUND/D & B REPORT: (check one)**

I am satisfied with the Vendor's financial background and/or rating and payment performance.  
 Not applicable Current vendor

**LITIGATION HISTORY: (check one)**

I have reviewed the Litigation History Form and there is no issue of concern.  
 Refer to additional information from the Office of the County Attorney to address an issue/concern.

**PAST PERFORMANCE: (check all that apply)**

I have reviewed the Vendor's past Performance Evaluations in Contracts Central and:  
 Vendor received an overall rating  $\geq 2.59$  on all evaluations.  
 No evaluations within the past three years contained any items rated a score of 2 or less.  
 Vendor received a rating  $\leq 2.59$  on an evaluation(s). Refer to additional information.  
 Vendor received a score of  $\leq 2$  on an individual item(s). Refer to additional information.  
 Past evaluations are not relevant to the scope of this contract.  
 No past Performance Evaluations exist in Contracts Central.

**AND**

Reference Verification Forms are attached.

**OR**

Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$50,000 and the Vendor has a Performance Evaluation within the past three years.

**NON-CONCURRENCE:**

I do not concur. Detailed reason for non-concurrence is attached.

Director, Facilities Management

TYPED NAME OF SIGNER: Scott Campbell  
(Individual authorized to administer the contract.)

TITLE:

SIGNATURE:

DATE: 10/6/17

### LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

**Select One:**

\* There are no material cases for this Vendor; or \*Vendor has defended itself in lawsuits in the ordinary course of business. However, Vendor sufficient insurance to cover such risks.

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input checked="" type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name:  Email:  Telephone Number:

Vendor Name: matthew.holsman@thyssenkrupp.com



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title: D2114263B1 - Elevator and Escalator Maintenance and Repair  
 Reference for: (Name of Firm) Thyssenkrupp Elevator  
 Organization/Firm Name providing reference: Galleria Mall of Ft. Lauderdale  
 Contact Name/Title: Mark Trouba  
 Contact E-mail: mark.trouba@am.jll.com  
 Contact Phone: 954-564-1036  
 Name of Referenced Project: Service/Maintenance Contract  
 Contract No.  
 Contract Amount: \$810,000  
 Date Services Provided: August 2014  
 (list date range or date services began until "current")

Vendor's role in Project:  Prime Vendor  Sub-consultant/Sub-contractor  
 Would you use this vendor again?  Yes  No If No, please specify in Additional Comments (below).

**Description of services provided by Vendor:**  
 Installed two escalators, two passenger elevators and one freight elevator.

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Additional Comments: (provide on additional sheet if needed)**  
 Mike Pace is on top of the branch at all times, provides great customer service.

References Checked By  
 Name: Claudja Henry Title: Senior Contracts/Grants Administrator  
 Division/Department: Facilities Management Division Date of Verification: October 05, 2017



**Vendor Reference Verification Form**

Broward County Solicitation No. and Title: D2114263B1 - Elevator and Escalator Maintenance and Repair  
 Reference for: (Name of Firm) Thyssenkrupp Elevator  
 Organization/Firm Name providing reference: Nova Southeastern University  
 Contact Name/Title: Seth Mangasarian  
 Contact E-mail: smangasari@nova.edu  
 Contact Phone: 954-262-2381  
 Name of Referenced Project: Service/Maintenance Contract  
 Contract No.  
 Contract Amount: \$936,000  
 Date Services Provided: January 2015  
 (list date range or date services began until "current")

Vendor's role in Project:  Prime Vendor  Sub-consultant/Sub-contractor  
 Would you use this vendor again?  Yes  No If No, please specify in Additional Comments (below).

**Description of services provided by Vendor:**  
 Thyssenkrupp provides all elevator preventative and repair maintenance for Nova Southeastern University.

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Additional Comments: (provide on additional sheet if needed)**  
 We have recently completed a negotiated extension to the existing contract for an additional 2-years.

References Checked By  
 Name: Claudja Henry Title: Senior Contracts/Grants Administrator  
 Division/Department: Facilities Management Division Date of Verification: October 05, 2017

# **Exhibit 7**



**PRICE ANALYSIS TABULATION**

Bid #D2114263B1

Elevator and Escalator Maintenance and Repair

- > 20% lower than LRB
- > 20% higher than LRB
- = or > 100% higher than LRB

Item #		Item	Qty	Unit	LRB			Unit Price	% Difference from LRB	Unit Price	% Difference from LRB	Unit Price	% Difference from LRB
					Eastern Elevator Service Inc.	Prior Contract No. E0915403B1 awarded 7/19/11 to Broward Elevator & Lift, LLC	City of Ft. Lauderdale, No. 373-11883, Awarded 10/1/17 to Maverick United Elevator						
D2114263B1--02-01	53329, Hydraulic	Maintenance and Repair-WRCH Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %	For maintenance service, inspections, adjustments, parts and repairs. Priced at \$100/month.	For Elevators: 0 % For Wheelchair Lifts: 50 %	For maintenance service, inspections, adjustments, parts and repairs. Priced at \$100/month.	For Elevators: 0 %
D2114263B1--02-02	45697, Hydraulic	Maintenance and Repair-WRCH Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %	For maintenance service, inspections, adjustments, parts and repairs. Priced at \$100/month and Wheelchair Lifts priced at \$50/month	For Elevators: 0 % For Wheelchair Lifts: 50 %	For maintenance service, inspections, adjustments, parts and repairs. Priced at \$100/month.	For Elevators: 0 %
D2114263B1--02-03	44494, Hydraulic	Maintenance and Repair-NRCH Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-04	57631, Hydraulic	Maintenance and Repair-SW Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-05	57632, Hydraulic	Maintenance and Repair-SW Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-06	05-00033, Hydraulic	Maintenance and Repair-Weston Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-07	25018, Hydraulic	Maintenance and Repair-Pompano Beach Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-08	40555, Hydraulic	Maintenance and Repair-Imperial Point Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-09	58984, Hydraulic	Maintenance and Repair-NW Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-10	58985, Hydraulic	Maintenance and Repair-NW Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-11	108857, Hydraulic	Maintenance and Repair-AAR Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-12	108858, Hydraulic	Maintenance and Repair-AAR Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-13	06-00089, Hydraulic	Maintenance and Repair-West Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-14	06-00090, Hydraulic	Maintenance and Repair-West Regional Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-15	06-00091, Hydraulic	Maintenance and Repair-West Regional Library Garage Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-16	409362	Maintenance and Repair-Margate Library Wheelchair Lift No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				
D2114263B1--02-17	07-00412, Hydraulic	Maintenance and Repair-Miramar Library Elevator No.	24	month	\$100.00	\$114.00	14.00 %	\$114.00	14.00 %				

Bid #D2114263B1  
Elevator and Escalator Maintenance and Repair

> 20% lower than LRB  
> 20% higher than LRB  
= or > 100% higher than LRB

GROUP 2		LRB		Prior Contract No. E0915403B1 awarded 7/19/11 to Broward Elevator & Lift, LLC		City of Ft. Lauderdale, No. 373-11883, Awarded 10/1/17 to Maverick United Elevator		*Hillsborough County, No. 6941 Awarded Oct. '16 to Eastern Elevator Service, Inc.	
Item #	Item	Qty	Unit	Unit Price	% Difference from LRB	Unit Price	% Difference from LRB	Unit Price	% Difference from LRB
D2114263B1--02-18	Maintenance and Repair-Miramar Library Elevator No. 07-00413, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-19	Maintenance and Repair-Central Homeless Shelter Elevator No. 54955, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-20	Maintenance and Repair-Fern Forest Park Elevator No. 33818, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-21	Maintenance and Repair-Anne Kolb Nature Ctr. Elevator No. 49866, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-22	Maintenance and Repair-Central Broward Regional Park Elevator No. 07-00307, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-23	Maintenance and Repair-VVWS Operations Ctr. Elevator No. 44216, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-24	Maintenance and Repair-VVWS Admin. Bldg. Elevator No. 44207, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-25	Maintenance and Repair-VVWS Dist. 2 Water Supply Elevator No. 20676, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-26	Maintenance and Repair-Mass Transit Admin. Bldg. Elevator No. 33990, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-27	Maintenance and Repair-Mass Transit Maint. Bldg. Elevator No. 33992, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-28	Maintenance and Repair-Mass Transit Ops. Bldg. Elevator No. 33991, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-29	Maintenance and Repair-Mass Transit Maint. Bldg. Elevator No. 34036, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-30	Maintenance and Repair-Mass Transit Bldg. 6 Elevator No. 05-00433, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-31	Maintenance and Repair-Traffic Engineering Elevator No. 401143, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-32	Maintenance and Repair-Traffic Engineering Elevator No. 401144, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-33	Maintenance and Repair-Mills Center Elevator No. 09-00218, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-34	Maintenance and Repair-Mills Center Elevator No. 09-00219, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-35	Maintenance and Repair-Mills Center Elevator No. 09-00220, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		
D2114263B1--02-36	Maintenance and Repair-Mills Center Elevator No. 09-00221, Hydraulic	24	month	\$100.00	14.00 %	\$114.00	14.00 %		



Bid #D2114263B1  
Elevator and Escalator Maintenance and Repair

> 20% lower than LRB  
> 20% higher than LRB  
= or > 100% higher than LRB

LRB		Eastern Elevator Service Inc.		Prior Contract No. E0915403B1 awarded 7/19/11 to Broward Elevator & Lift, LLC		City of Ft. Lauderdale, No. 373-11883, Awarded 10/1/17 to Maverick United Elevator		*Hillsborough County, No. 6941 Awarded Oct. '16 to Eastern Elevator Service, Inc.	
Item #	Item	Qty	Unit	Unit Price	% Difference from LRB	Unit Price	% Difference from LRB	Unit Price	% Difference from LRB
D2114263B1--02-37	Maintenance and Repair-Historical Commission Elevator No. 08-00250, Hydraulic	24	month	\$100.00	(5.00) %	\$95.00	(5.00) %		
D2114263B1--02-38	Maintenance and Repair-Carpenter House Wheelchair Lift No. 10-00082, Electric	24	month	\$100.00	(5.00) %	\$95.00	(5.00) %		
D2114263B1--02-39	Maintenance and Repair-Housing Finance Authority Elevator No. 42502, Hydraulic	24	month	\$100.00	50.00 %	\$150.00	50.00 %		
D2114263B1--02-40	Labor Rate Mechanic (Regular Hours)	40	hour	\$98.00	(18.37) %	\$80.00	(18.37) %	\$65.00	(33.67) %
D2114263B1--02-41	Labor Rate Helper (Regular Hours)	30	hour	\$68.00	(8.82) %	\$62.00	(8.82) %	\$18.00	(73.53) %
D2114263B1--02-42	Labor Rate Mechanic (Other Hours)	10	hour	\$138.00	(13.77) %	\$119.00	(13.77) %	\$97.50	(29.35) %
D2114263B1--02-43	Labor Rate Helper (Other Hours)	10	hour	\$98.00	(8.16) %	\$90.00	(8.16) %	\$27.00	(72.45) %

LRB - Low Responsive Bidder

**NOTES:**

\*Hillsborough County, No. 6941 contains only one hydraulic elevator within scope. All other units not comparable as are are traction elevators. No wheelchair lifts provided.

CPI for labor has increase 7.15% for the period of July '11 to Aug. '17.

# **Exhibit 9**

69

4811 Department of the Treasury - Internal Revenue Service  
**Form 668 (Y)(c)**  
 (Rev. February 2004) **Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Serial Number: 371857307  
 Lien Unit Phone: (800) 913-6050 For Optional Use by Recording Office

**As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.**

Name of Taxpayer EASTERN ELEVATOR SERVICE INC , a Corporation

Residence 4301 S FLAMINGO RD  
 DAVIE, FL 33330-1902

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6721	12/31/2002	22-3569492	10/31/2005	11/30/2015	8545.89
941	06/30/2005	22-3569492	10/17/2005	11/16/2015	1972.60
941	12/31/2005	22-3569492	04/10/2006	05/10/2016	15346.44

Place of Filing County Courthouse  
 Broward County  
 Ft. Lauderdale, FL 33301 Total \$ 25864.93

This notice was prepared and signed at JACKSONVILLE, FL , on this, the 15th day of June, 2007.

Signature *R. A. Mitchell* Title REVENUE OFFICER 23-08-2908  
 for KATIE REYES (954) 423-7044

**(NOTE:** Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466 1971-2 C.B. 409)

Name	U Party	CrossPartyName	RecordDate	BookType	BookPage	InstrumentNumber	Comments	CaseNumber	Consideration	DocLegalDescription	DocTypeDescription
EASTERN ELEVATOR SERVICE INC	To	UNITED STATES INTERNAL REVENUE SERVICE	6/27/2007 8:46 O	O	44247/1664	107172914			0	Lien	Lien
EASTERN ELEVATOR SERVICE	To	OTIS ELEVATOR COMPANY	6/30/2008 14:54 O	O	45489/44	107985294			2	Certified Judgment - Foreign	Certified Judgment - Foreign
EASTERN ELEVATOR SERVICE	To	OTIS ELEVATOR COMPANY	6/30/2008 14:54 O	O	45489/45	107985295			0	Affidavit	Affidavit
EASTERN ELEVATOR SERVICE INC	To	CBJ CONSTRUCTION INC	6/2/2010 16:45 O	O	47119/23	109360073			0	Certified Final Judgment	Certified Final Judgment
EASTERN ELEVATOR SERVICE INC	To	CBJ CONSTRUCTION INC	6/29/2010 12:11 O	O	47179/1308	109413736			0	Final Judgment	Final Judgment
EASTERN ELEVATOR SERVICE INC	To	FORMS & SURFACES INC	10/18/2010 7:30 O	O	47454/411	109648207		COWE-09-017983	0	Final Judgment	Final Judgment
EASTERN ELEVATOR SERVICE INC	To	FORMS & SURFACES INC	11/23/2010 10:11 O	O	47538/1712	109718495		COWE 09 017983	0	Certified Final Judgment	Certified Final Judgment
EASTERN ELEVATOR SERVICE INC	To	FORMS & SURFACES INC	2/24/2011 7:36 O	O	47737/1886	109886755			0	Final Judgment	Final Judgment
EASTERN ELEVATOR SERVICE INC	To	ALLSTATE INSURANCE CO	12/9/2011 16:33 O	O	48361/1256	110423955			0	Final Judgment	Final Judgment
EASTERN ELEVATOR SERVICE INC	To	FORT LAUDERDALE CITY	10/31/2013 13:37 O	O	50300/1188	111905809			0	Notice of Commencement	Notice of Commencement
EASTERN ELEVATOR SERVICE	To	FORT LAUDERDALE CITY	1/27/2014 15:11 O	O	50503/1924	112064030			0	Notice of Commencement	Notice of Commencement
EASTERN ELEVATOR SERVICE	To	FORT LAUDERDALE CITY	1/27/2014 15:14 O	O	50503/1969	112064043			0	Notice of Commencement	Notice of Commencement
EASTERN ELEVATOR	To	NIAD,LEWIS	3/19/2014 13:22 O	O	50630/864	112168154		COSO-14-000026	0	Court Paper	Court Paper
EASTERN ELEVATOR SERVICE INC	To	FORT LAUDERDALE CITY	7/9/2014 16:26 O	O	50921/771	112398048		CACE-14-004476	0	Lien	Lien
EASTERN ELEVATOR SERVICE INC	To	MARQUEZ,ALICE	3/18/2015 12:26 O	O		112874216			0	Notice of Commencement	Notice of Commencement
EASTERN ELEVATOR SERVICE INC	To	FORT LAUDERDALE CITY	3/18/2015 12:26 O	O		112874217			0	Notice of Commencement	Notice of Commencement
EASTERN ELEVATOR SERVICE INC	To	LEWIS J NIAD PA	3/19/2015 11:42 O	O		112876838		COSO-14-000026	0	Release/Revoke/Satisfy or Terminate	Release/Revoke/Satisfy or Terminate
EASTERN ELEVATOR SERVICE INC	To	FORT LAUDERDALE CITY	4/10/2015 7:35 O	O		112918066		CACE-14-004476	0	Lien	Lien
EASTERN ELEVATOR SERVICE INC	To	SHERWOOD,MICHAEL	3/30/2016 7:36 O	O		113597782		CACE-14-004476	0	Release/Revoke/Satisfy or Terminate	Release/Revoke/Satisfy or Terminate
EASTERN ELEVATOR SERVICE INC	To	NEW ERA LENDING LLC	4/12/2016 16:42 O	O		113626333		CACE-15-010045	0	Release/Revoke/Satisfy or Terminate	Release/Revoke/Satisfy or Terminate
EASTERN ELEVATOR SERVICE INC	From	BROWARD COUNTY	10/31/2017 11:03 O	O		114693944			0	Public Construction Security	Public Construction Security

# **Exhibit 11**

**Andrew E. Schwartz**

---

**From:** Plunkett, Randall  
**Sent:** Monday, October 09, 2017 1:30 PM  
**To:** 'Robert Rauch'  
**Subject:** RE: Broward County Request for Price Offer Confirmation; re: Solicitation No.D2114263B1, Elevator and Escalator Maintenance and Repair

Thank you sir. Much appreciated.



**Randy Plunkett, Purchasing Agent**  
Purchasing Division-Unit M  
115 S. Andrews Avenue, Fort Lauderdale, FL 33301  
Office: (954) 357-6630; Cell (954) 790-3239  
Fax: (954) 357-8290  
[www.broward.org](http://www.broward.org)

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---

**From:** Robert Rauch [mailto:easternelev@gmail.com]  
**Sent:** Monday, October 09, 2017 1:25 PM  
**To:** Plunkett, Randall  
**Subject:** RE: Broward County Request for Price Offer Confirmation; re: Solicitation No.D2114263B1, Elevator and Escalator Maintenance and Repair

Yes, all pricing remains firm

Thank You,

Robert Rauch

On October 9, 2017 1:19:49 PM "Plunkett, Randall" <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)> wrote:

Mr. Rauch,  
Thank you and based upon your response, as a point of clarity, all pricing remains firm as submitted in your bid. Please confirm via email and I look forward to your response.

Regards,



**Randy Plunkett, Purchasing Agent**

Purchasing Division-Unit M  
115 S. Andrews Avenue, Fort Lauderdale, FL 33301  
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---

**From:** Robert Rauch [<mailto:easternelev@gmail.com>]  
**Sent:** Monday, October 09, 2017 12:57 PM  
**To:** Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** RE: Broward County Request for Price Offer Confirmation; re: Solicitation No.D2114263B1, Elevator and Escalator Maintenance and Repair

Hello Randy. Yes we have reviewed the specifications of the bid and have reviewed the equipment.

Thank You,

Robert Rauch  
Eastern Elevator Service.

On October 9, 2017 11:20:51 AM "Plunkett, Randall" <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)> wrote:

Mr. Rauch,  
In review of the prices bid, as the offered prices appear considerably lower than the other bidders and lower than the current prices paid on the existing contract, please confirm that your firm has understood the specifications and requirements of the bid solicitation and have reviewed the sites to be maintained. With this understanding, you maintain that your firm can provided the required services at the prices bid. Your response is required no later than 2:00 p.m. on Monday, 10/09. Your immediate attention will be greatly appreciated.  
Respectfully,



**Randy Plunkett, Purchasing Agent**

Purchasing Division-Unit M  
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---

**From:** Robert Rauch [<mailto:easternelev@gmail.com>]  
**Sent:** Thursday, October 05, 2017 2:01 PM  
**To:** Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** RE: Broward County Request for Submittal Documents:SolicitationNo.D2114263B1, Elevator and Escalator Maintenance and Repair

Yes, Did you receive a response back today from our bonding company ?

Robert Rauch

On October 5, 2017 1:57:25 PM "Plunkett, Randall" <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)> wrote:

Mr. Rauch,  
Thank you for the document. If you are awarded the contract, the award will be conditioned on your provision of required insurance and the Performance and Payment Guaranty.  
Regards,



**Randy Plunkett, Purchasing Agent**  
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**From:** Eastern Elevator Service Inc. [<mailto:easternelev@gmail.com>]  
**Sent:** Thursday, October 05, 2017 12:42 PM  
**To:** Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** RE: Broward County Request for Submittal Documents:SolicitationNo.D2114263B1, Elevator and Escalator Maintenance and Repair

Randall,

Please see attached letter from our Agent. We will make the necessary change when the Contract is awarded..

Thank You,

Robert Rauch  
954-591-2831

Eastern Elevator Service Inc.  
2111 No. Commerce Parkway  
Weston, FL 33326

Phone: 1-877-840-2638

Eastern Elevator Service Inc.  
1505 Hobbs Street  
Tampa, FL 33610

[www.EasternElevatorService.com](http://www.EasternElevatorService.com)

---

**From:** [Plunkett, Randall](#)  
**Sent:** Thursday, October 5, 2017 9:36 AM  
**To:** '[Eastern Elevator Service Inc.](#)'  
**Subject:** RE: Broward County Request for Submittal Documents:SolicitationNo.D2114263B1, Elevator and Escalator Maintenance and Repair

Mr. Rauch,  
I've been informed that the insurance certificate you provided needs a minor correction to be acceptable. Please review the attached and have the included comment addressed and revised certificate provided as soon as possible.  
Thank you.



**Randy Plunkett, Purchasing Agent**  
Purchasing Division-Unit M  
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---

**From:** Eastern Elevator Service Inc. [<mailto:easternelev@gmail.com>]  
**Sent:** Thursday, September 21, 2017 6:16 PM  
**To:** Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** RE: Broward County Request for Submittal Documents: SolicitationNo.D2114263B1, Elevator and Escalator Maintenance and Repair

Please see attached.

Thank You,

Robert Rauch  
954-591-2831

**Eastern Elevator Service Inc.**  
**2111 No. Commerce Parkway**  
**Weston, FL 33326**

**Phone: 1-877-840-2638**

Eastern Elevator Service Inc.  
1505 Hobbs Street  
Tampa, FL 33610

[www.EasternElevatorService.com](http://www.EasternElevatorService.com)

---

**From:** [Plunkett, Randall](#)  
**Sent:** Wednesday, September 20, 2017 1:13 PM  
**To:** '[Eastern Elevator Service Inc.](#)'  
**Subject:** RE: Broward County Request for Submittal Documents: SolicitationNo.D2114263B1, Elevator and Escalator Maintenance and Repair

Mr. Rauch,  
Thank you very much for providing the requested documents. So far, I've received everything with the exception of the following:  
1. Revised and notarized Living Wage Compliance Affidavit Form

2. Email address for all purchase order deliveries

In addition, after reviewing the insurance certificate you provided, I have deficiencies that need to be addressed and are indicated as comments within the attached. If your firm prefers to wait until an award is approved before obtaining the required coverage, per Section A of the Insurance Requirements, a letter of verification by your insurance provider stating your ability to obtain the required insurance will be acceptable in order to consider your bid.

Respectfully,  
-Randy



**Randy Plunkett, Purchasing Agent**

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---

**From:** Eastern Elevator Service Inc. [<mailto:easternelev@gmail.com>]  
**Sent:** Tuesday, September 19, 2017 7:39 PM  
**To:** Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** RE: Broward County Request for Submittal Documents: Solicitation No.D2114263B1, Elevator and Escalator Maintenance and Repair

W9

Please see attached.

Thank You,

Robert Rauch  
954-591-2831

**Eastern Elevator Service Inc.**

**2111 No. Commerce Parkway  
Weston, FL 33326**

**Phone: 1-877-840-2638**

Eastern Elevator Service Inc.  
1505 Hobbs Street  
Tampa, FL 33610

[www.EasternElevatorService.com](http://www.EasternElevatorService.com)

---

**From:** [Plunkett, Randall](#)

**Sent:** Tuesday, September 19, 2017 5:07 PM

**To:** '[Eastern Elevator Service Inc.](#)'

**Subject:** Broward County Request for Submittal Documents: Solicitation No.D2114263B1, Elevator and Escalator Maintenance and Repair

Mr. Rauch,

Thank you for your recent solicitation submittal for Elevator and Escalator Maintenance and Repair, Bid No. D2114263B1. In order to be considered for award, the following documents will need to be corrected and/or submitted:

1. Proof of insurance **or** notarized letter of ability to provide required insurance from your insurance provider in accordance with the Insurance section of the solicitation document, and sample certificate. For Auto Liability requirements, if Auto Liability is for scheduled autos, provide list of scheduled autos. If exempt from Workers Compensation, provide certificate of exemption and statement on letterhead indicating how many full and part-time personnel (including principals) your firm employs. Ensure Broward County is listed as Additional Insured for General Liability, Auto Liability and Pollution/Environmental Liability. Requirements attached.
2. State or County Contractors License in accordance with Section G of Special Instructions to Vendors.
3. Broward County Business Tax Receipt in accordance with Section 38 General Conditions.
4. The LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM submitted is not acceptable for the following reasons. Please complete the attached clean copy of the form and return.
  - a. Employees anticipated to be assigned to this contract must be named on the form. This can be changed at a later date once the contract is awarded.
  - b. Form must be notarized.
5. Submitted Vendor Questionnaire is not acceptable as question No. 25 was unanswered. Review the attached page of your submittal and address Questions 25 for the included comments.

6. Please provide a current W-9 Form and the email address to which all purchase orders are to be sent. The County recommends a general email address to ensure receipt by an active individual in your firm.

Only after these documents have been received will your submittal be considered. Submittals are requested to be provided within three (3) business days from this notice, unless otherwise specified. Immediate response will be greatly appreciated. Documents can be faxed to (954) 357-8290 or emailed to <mailto:RPLUNKETT@BROWARD.ORG> . If you have any questions regarding this issue or any other, please contact me at Tel: (954) 357-6630.



**Randy Plunkett, Purchasing Agent**

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---

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# **Exhibit 12**



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### Recommendations For Award

About Us
Message from the Director
Vision and Mission Statement
How to Do Business with Broward County
Solicitation Preparation Guidelines
Committee Appointment
Current Solicitations and Results
Public Surplus Sale
Sponsorships
Solicitation Recommendations
Recommendations For Award
Recommendation of Ranking
Registration and Submitting in BidSync
iContractsCentral Login
RLI RFP Repository
Sub-Contractor Opportunities
Contact Us

#### Recommendations to the Board of County Commissioners

Solicitation Number	Solicitation Title	Recommended Vendor(s)	Goals/ Sub Vendors (click to view)	Recommended Amount	Posted Date	Release Date
N2114404C1	Miramar Parkway Fiber Optic Intersection Improvements (PDF)	Arc Electric, Inc.	26%	\$498,888.00	11/13/2017	11/17/2017
PNC2115246C1	Pembroke Road Construction (Dykes Road to Silver Shores Blvd) (PDF)	Weekley Asphalt Paving, Inc.	No Participation Goals	\$6,599,707.17	11/14/2017	11/20/2017
D2114263B1	Elevator and Escalator Maintenance and Repair (PDF)	Eastern Elevator Service, Inc. (Group 1)	No Participation Goals	\$792,100.00	11/15/2017	11/21/2017
N2114823C1	Construction of Camping Cabins at Quiet Waters Park (PDF)	Jones Benitez Corporation	28%	\$709,000.00	11/15/2017	11/22/2017

#### Recommendations to the Director of Purchasing

Solicitation Number	Solicitation Title	Recommended Vendor(s)	Goals/ Sub Vendors (click to view)	Recommended Amount	Posted Date	Release Date
A2114998Q1	Weatherproof Call Boxes (PDF)	4 Best Business Corp	Sheltered Market	\$9,480.00	11/13/2017	11/15/2017
BLD2114725B1	Water Conservation Devices (PDF)	AM Conservation Group, Inc.	No Participation Goals	\$64,526.00	11/14/2017	11/16/2017
P2115342Q1	Diver Team with Boat for Diving Services (PDF)	Industrial Divers Corp. Inc.	No Participation Goals	\$6,900.00	11/14/2017	11/16/2017
BLD2115093Q1	Topdressing (PDF)	Florida Superior Sand, Inc.	No Participation Goals	\$28,875.00	11/15/2017	11/17/2017

Required Plug-ins: Adobe® Reader®, Microsoft Word Reader®, Microsoft Excel Reader®



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