



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

SENT VIA ELECTRONIC MAIL & FEDEX

August 3, 2018

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

Re: Eastern Elevator Service, Inc. - Contract No. D2114263B1 – Elevator & Escalator
Maintenance & Repair (Rebid)

Dear Mr. Rauch:

This correspondence is to advise you that Broward County's Purchasing Division is reviewing your firm, Eastern Elevator Services, Inc. for allegedly providing questionable documents in response to a competitive procurement for Elevator and Escalator Maintenance and Repair (Re-Bid). Contract No. D2114263B1 (Group 1) was awarded by the Board of County Commissioners to Eastern Elevator Services, Inc. on April 24, 2018, and Contract No. D2114263B1 (Group 2) was awarded by the Director of Purchasing's designee to Eastern Elevator Services, Inc. on October 20, 2017.

On July 13, 2018, Broward County (the "County") determined that there existed a reasonable basis to believe that Eastern Elevator Service, Inc. provided untruthful or incorrect insurance certificates in support of its Contract No. D2114263B1 (Group 1 & 2) in violation of the terms and conditions thereunder. The County made its determination based upon your submission of Certificate of Liability Insurance dated September 21, 2017 and Certificate of Liability Insurance dated May 11, 2018, both of which are enclosed. Upon reviewing these two Certificates of Liability Insurance, it appears that although they identify two different Producers/Insurance Carriers, the authorized representative's signatures from these two different Producers/Insurance Carriers appear to be the same person. Furthermore, the two separate Certificates of Liability Insurance reflect the same contact phone number for two different Producers/Insurance Carriers. Additionally, the County has been unable to determine if all required insurances are current and in place. The County has sought clarification from the listed Producer, Bruening Insurance Agency Inc., regarding the questionable documents and its response is attached. The County was unable to confirm with the other Producer, Accredited Insurance Agency.

The services provided under these contracts are critical to the County and any delay in having a contractor on board puts the County at risk. Therefore, we request a meeting with representatives from Eastern Elevator Service Inc. to address the concerns raised regarding these questionable documents.

Robert Rauch, President, Eastern Elevator Service, Inc.
Eastern Elevator Service, Inc. - Contract No. D2114263B1 – Elevator & Escalator Maintenance
& Repair (Rebid)
August 3, 2018
Page 2

The County expects its contractors to perform and honor the terms and conditions of the contract. In the interest of ensuring that your firm is given an adequate opportunity to rebut the allegations and in accordance with Section 21.128 of the Broward County Procurement Code, the County is requesting a meeting with your firm to address these allegations no later than Tuesday, August 7, 2018, 12:00 Noon. The meeting can be held either in person or over the phone. Contact me at (954) 357-6070 to make the arrangements.

Failure to respond in a timely and proper manner will be considered an admission by Eastern Elevator, Inc. of the cited allegations referenced herein and the County will proceed in its best interest.

Sincerely,



Brenda J. Billingsley, Director
Purchasing Division

Attachment

BJB/cb/lg

- c: George Tablack, CPA, Chief Financial Officer
- Scott Campbell, Director, Facilities Management Division
- Glenn Marcos, Assistant Director, Purchasing Director
- Carla Byrd, Purchasing Manager, Purchasing Division
- Randy Plunkett, Purchasing Agent, Purchasing Division
- Mike Kerr, Chief Trial Counsel, Office of the County Attorney
- Glenn Miller, Assistant County Attorney, Office of the County Attorney
- Fernando Amuchastegui, Assistant County Attorney, Office of the County Attorney



Public Works Department
Facilities Management Division
115 S Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-5500 • FAX 954-357-6136

Certified Mail No. 7017 3040 0000 1732 1110

July 13, 2018

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

Re: Discontinuance of Service
Contract: D2114263B1 Group 1 & 2

Mr. Rauch,

Based on information recently received from Bruening Insurance Agency, Inc., the County has determined that there exists a reasonable basis to believe that Eastern Elevator Service, Inc. provided untruthful or incorrect insurance certificates in support of its agreement D2114263B1 (Group 1 & 2) in violation of the terms and conditions thereunder. Accordingly, Eastern Elevator Service, Inc. shall discontinue all further services under this Agreement until further notice.

Should you require any additional information, please contact me at 954-357-5590 or via email at scampbell@broward.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Campbell".

Scott Campbell, Director
Facilities Management Division

C: George Tablack, Finance and Administrative Service
Tom Hutka, Public Works Department
Brenda Billingsley, Purchasing Division
Wayne Fletcher, Risk Management Division
Glenn Marcos, Purchasing Division
Michael Kerr, County Attorney
Keeki Baron, County Attorney



Public Works Department
Facilities Management Division
115 S Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-5500 • FAX 954-357-6136

Certified Mail No. 7017 3040 0000 1732 1073

July 19, 2018

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

Re: Insurance Information Needed
Contract: D2114263B1 Group 1 & 2 – Eastern Elevator

Mr. Rauch,

We acknowledge the e-mail from you and the attached letter from Bruening Insurance Agency Inc. with the Certificate of Insurance. However, the information you supplied was not what was asked for. Additionally, the letter from Bruening Insurance Agency was to be e-mailed directly to me with a hard copy through the mail and not through Eastern Elevator Service Inc.

To clarify the information we are seeking, I will address each Certificate of Insurance by date with the policy number and term. For each Certificate, the County needs the response to be from the agency producing the certificate on their respective company letterhead and sent directly to me, not through Eastern Elevator Service.

From Accredited Insurance Agency, verification that Certificate of Insurance dated 5/11/2018 provided by Eastern Elevator Service in compliance with the subject contract was valid on the date issued. This certificate includes Policy WS2435588, Term 5/4/2018 – 5/4/2019; Policy M287142-6-06, Term 1/4/2018 – 1/4/2019; Policy 913839720, Term 3/21/18 – 3/21/2019; and Policy G46830763001, Term 5/4/2018 – 5/4/2019.


From Bruening Insurance Agency, verification that the Certificate of Insurance dated 9/21/2017 provided by Eastern Elevator Service in compliance with the subject contract was valid on the date issued. This includes Policy WS2435588, Term 9/4/2017 – 9/4/2018; Policy M287142-6-06, Term 8/2/2017 – 8/2/2018; and Policy 4178-06-467-0, Term 6/21/2017 – 6/21/2018;

Accordingly, please have Accredited Insurance Agency and Bruening Insurance Agency send a letter (on official letterhead) directly to me via email by Wednesday, July 25, 2018, with a hard copy in the mail confirming the Certificates of Insurance were valid on the date they were issued.

Insurance Information Needed – Contract: D2114263B1 Group 1 & 2 – Eastern Elevator
July 19, 2018
Page 2

Should you require any additional information, please contact me at 954-357-5590 or via email at scampbell@broward.org.

Sincerely,



Scott Campbell, Director
Facilities Management Division

c: George Tablack, Chief Financial Officer, Finance and Administrative Service
Tom Hutka, Department Director, Public Works Department
Brenda Billingsley, Director, Purchasing Division
Wayne Fletcher, Director, Risk Management Division
Glenn Marcos, Assistant Director, Purchasing Division
Michael Kerr, Deputy County Attorney, County Attorney's Office
Keoki Baron, Assistant County Attorney, County Attorney's Office



July 30, 2018

Broward County
Attention: Scott Campbell
115 S Andrews Ave
Fort Lauderdale, FL 33301

Re: Eastern Elevator Service Inc. – Contract #D2114263B1 (Group #1 and Group #2)

To Whom It May Concern:

Regarding the Certificate issued on 9/21/2017 provided by Eastern Elevator Service, this certificate is not valid. Only General Liability Policy #WS243558 was active through our agency at that time. The below policies listed on the Certificate were not active through our agency at that time:

- 1) Automobile (Policy #4178-06-467-0, Term: 06/21/2017 – 06/21/2018)
- 2) Umbrella (Policy #WS243558, Term: 09/04/2017 – 09/04/2018)
- 3) Workers Compensation (Policy #M287142-6-06, Term: 08/02/2017 – 08/02/2018)

The signature on the Certificate of Insurance issued 9/21/2017 is not a signature from any authorized signer from our office.

The Certificate of Insurance that was issued on 10/31/2017 is correct and valid.

Sincerely,

Brad Bruening Jr.
BRUENING INSURANCE AGENCY, INC.

PERSONAL INSURANCE

- Automobile Insurance
- Homeowners Insurance
- Flood Insurance
- Windstorm Coverage
- Motocycle Insurance
- Motorcycle Insurance
- Boat Insurance
- Fine Arts Coverage
- Rental Dwelling Coverage
- Vacant Property Coverage
- Excess Flood Coverage
- Excess Liability Coverage
- Antique Auto Coverage
- Travel Trailer Coverage
- Recreational Vehicle Insurance
- Liability Coverage
- Property Coverage

BUSINESS INSURANCE

- Liability Coverage
- Property Coverage
- Workers' Compensation
- Marine Coverage
- Bonds
- Directors' Risk Coverage
- Business Automobile Coverage
- Professional Practices Liability
- Flood Insurance
- Contractors Equipment Coverage
- Crime Coverage
- Directors & Officers Liability
- Professional Liability
- Excess Flood Insurance
- Garage Insurance
- Glass Coverage
- Sign Coverage
- Umbrella Coverage
- Excess Liability Coverage
- Windstorm Coverage

2700 S. Commerce Parkway, Suite 210, Weston, FL 33331
(954) 473-1406 • (800) 293-0131 • FAX: (954) 473-1662
www.BrueningInsurance.com • Email: info@brueningins.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Bruning Insurance 2700 S. Commerce Parkway Suite 210 Weston, FL 33331	CONTACT NAME: Commercial Lines PHONE: (Alt. No. Path) (954) 473-1408 FAX: (Alt. No.): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE:
INSURED: Eastern Elevator Service Inc. 2111 No. Commerce Parkway Weston, FL 33326	INSURER A: Northfield Insurance Co. NAIC # 27887
	INSURER B: Geico Insurance
	INSURER C: Sentinel Insurance Co., LTD
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OPER. LTR.	TYPE OF INSURANCE	ADDL. SUBR. (M/R / W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	WS2435588	09/04/2017	09/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	4178-08-467-0	06/21/2017	06/21/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		WS243558	09/04/2017	09/04/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	M287142-8-08	08/02/2017	08/02/2018	<input type="checkbox"/> WC STAT. <input type="checkbox"/> OTH. ER. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 "Broward County" is listed as an additional insured on the commercial general liability, pollution 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.

CERTIFICATE HOLDER Broward County 116 S. Andrews Avenue Ft. Lauderdale, FL 33301 Attn: Public Works	CANCELLATION: <i>Tim Kealey</i> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

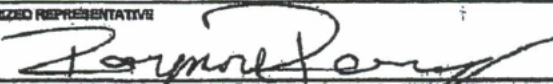
PRODUCER Accredited Insurance Agency 470 Delsea Drive, Route 47 Deptford, NJ 08095	CONTACT NAME: Commercial Lines PHONE: (AG, No. Ext.) 854-473-1406 FAX: (AG, No.) 854-473-1862 EMAIL ADDRESS: PRODUCER: CUSTOMER ID#:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Northfield Insurance Co.</td> <td>27987</td> </tr> <tr> <td>INSURER B: Progressive Insurance</td> <td>10192</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Co., LTD</td> <td>02234</td> </tr> <tr> <td>INSURER D: Western World Insurance Co.</td> <td>13198</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Co.	27987	INSURER B: Progressive Insurance	10192	INSURER C: Sentinel Insurance Co., LTD	02234	INSURER D: Western World Insurance Co.	13198	INSURER E:		INSURER F:
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INSURER F:														
INSURED Eastern Elevator Service Inc. 13784 NW 12th Court Pembroke Pines, FL 33026														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS (INSR - W/O)	POLICY NUMBER	POLICY BEG (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	WS243556	05/04/2018	05/04/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ex-occasional) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOR AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	913839720	03/21/2018	03/21/2019	COMBINED SINGLE LIMIT (Ex-occident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		WS243558	05/04/2018	05/04/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	MS287142-6-08	01/04/2018	01/04/2019	<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Pollution Liability	Y	G48630763001	05/04/2018	05/04/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as additional insured. Please refer to policy for terms, conditions and exclusions.

CERTIFICATE HOLDER Broward County 115 S. Andrews Avenue Fort Lauderdale, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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From: Byrd, Carla
To: "easterelevatorservice@gmail.com"
Cc: Billingsley, Brenda; Marcos, Glenn; Campbell, Scott; Mitchell, Jan; Plunkett, Randall; Fletcher, Wayne; Pounall, Colleen
Subject: Contract No. D211426381, Elevator and Escalator Maintenance and Repair (Group 1 & 2)
Date: Tuesday, July 31, 2018 7:49:40 PM
Attachments: COI-[444827].pdf
Eastern Elevator Insurance Information Needed_071918.pdf
Discontinuance of Service Response_Eastern Elevator_071718.pdf
Image001.jpg
Importance: High

Hi Robert,

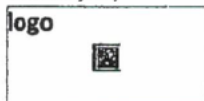
Although I appreciate you emailing me the first attachment, please connect with your Producers identified on your respective Certificates of Liability Insurance IMMEDIATELY to ensure that Mr. Scott Campbell's directions as provided in the second attachment were followed.

- The Producer of the Certificate of Liability Insurance was to send a letter (on its official letterhead) confirming the Certificate of Liability Insurance meets the required types of insurance coverages as required by the solicitation with policy dates that have not expired.
- The previous bullet was to come directly from the identified Producer not you, and was to be sent directly to Mr. Scott Campbell who is the Contract Administrator (Example of Producer: Bruening Insurance Agency, Inc. Accredited, GEICO, etc).
- All Certificate of Liability Insurance documents should be properly completed and signed by the authorized representative from the identified Producer.

It is incumbent upon you to get with your respective Producers to make sure that they have responded to Mr. Scott Campbell's attached letter. All letters on the respective Producer's official letterhead should have been received by Mr. Scott Campbell.

Please have the Producers confirm tomorrow that all letters were sent.

Thank you,



Carla R. Byrd, JD, MBA, CPPO, CPPB

Purchasing Manager

Broward County Purchasing Division

115 South Andrews Avenue, Suite A460

Fort Lauderdale, FL 33301

Office: 954-357-6288

From: Robert Rauch [mailto:easterelevatorservice@gmail.com]

Sent: Tuesday, July 31, 2018 4:30 PM

To: Byrd, Carla

Subject: Fwd: FW: Certificate of Insurance

— Forwarded message —

From: Eastern Elevator Service Inc. <easterelevatorservice@gmail.com>

Date: July 31, 2018 12:32:14 PM

Subject: FW: Certificate of Insurance

To: Eastern Elevator Inc. <easterelev@gmail.com>

From: Eastern Elevator Service Inc.
Sent: Tuesday, July 31, 2018 12:26 PM
To: cbyrd@broward.org
Subject: Certificate of Insurance

Carla,

Please see attached COI received from Bruening Insurance which is the most current Cert.
I understand the coverage is over and above what is required for the Contract.

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

Broward County Board of
County Commissioners

Solicitation D2114263B1

Elevator and Escalator Maintenance and Repair (Re-Bid)

Bid Designation: Public



Broward County Board of County Commissioners

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.

Broward County Board of
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
GENERAL LIABILITY - Broad form <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		
AUTO LIABILITY <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	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 1 mil	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	claims-made form w/ Extended Reporting Period of 1 yr. Deductible not to exceed: \$ 10,000		\$ 1 mil
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
	<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	
Description of Operations/Locations/Vehicles "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			

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

7/26/2017
 Revised 2015

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

Protests not timely made under this section shall be barred and shall not be heard by the Director of Purchasing or the Hearing Officer. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(1994-0052, 1-25-94; 1998-1021, 10-6-98; 2001-1071, 10-23-01; 2002-685, 7-9-02; 2009-316, 4-28-09; 2010-106, 3-9-10; 2011-086, 3-8-11; 2011-696, 11-8-11; 2015-213, 4-14-15; 2018-295, 6-12-18)

21.119. - Authority To Debar or Suspend.

- a. *Authority.* After reasonable notice to the person or company involved and reasonable opportunity for that person or company to be heard, the Director of Purchasing, after consultation with the Office of the County Attorney, shall have authority to debar or suspend a person or company, whether a prime contractor/consultant or subcontractor/subconsultant, for cause from consideration for award of future contracts. The debarment shall be for a period commensurate with the seriousness of the cause(s), and shall continue for the entire time set by the Director of Purchasing. Where the offense is willful or egregious, an indefinite term of debarment may be imposed. The Director of Purchasing shall also have the authority to suspend a person or company from consideration for award of contracts if there is probable cause for debarment. If suspension precedes a debarment, the suspension period shall be considered in determining the debarment period. The Director of Purchasing may suspend the person or company for a period of not more than three (3) months. During the period of debarment or suspension, the person or company and its affiliates, or other companies with any of the officers or principals the same as the suspended company, may not bid on any County contracts, regardless of dollar amount, nor be approved as a subcontractor on any County contract. A decision to suspend by the Director of Purchasing shall be considered a conclusive and final act with no right of appeal.
- b. *Cause for Debarment.* The causes for debarment include the following:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 - 2.

Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor.

3. Conviction under state or Federal antitrust statutes arising out of the submission of bids or proposals.
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:
 - (a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 5. Refutation of an offer by failure to provide bonds, insurance or other required certificates within a reasonable time period.
 6. Refusal to accept a purchase order, agreement, or contract, or to perform thereon provided such order was issued timely and in conformance with the offer received.
 7. Presence of principals or corporate officers in the business of concern, who were principals within another business at the time when the other business was suspended or debarred within the last three years under the provisions of this section.
 8. Violation of the ethical standards set forth in state law.
 9. Violation of the Cone of Silence, Section 1-266, Broward County Code.
 10. Violation of the fair dealing policy as set forth in Section 1-81.6(b), Broward County Code of Ordinances.
 11. Any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by another governmental entity for any cause listed in this Code.
- c. *Decision.* The Director of Purchasing shall issue a written decision to debar or

suspend. The decision shall:

1. State the reason for the action taken, and
 2. Inform the debarred person of its rights to Administrative Review.
- d. *Notice of Decision.* A copy of the decision for the debarment or suspension shall be mailed or otherwise furnished immediately to the debarred person and any other party intervening.

(1988-0180, 1-12-88; 1990-2809, 9-11-90; 1994-0052, 1-25-94; 1998-1021, 10-6-98; 2002-685, 7-9-02; 2009-316, 4-28-09; 2018-295, 6-12-18)

21.120. - Hearing Procedure for Debarment of Persons and Determinations of the Director of Purchasing.

a. *Right of Appeal.*

1. Any person having a substantial interest in the matter, who is dissatisfied or aggrieved with the notification of the Director of Purchasing's determination regarding the resolution of a protested solicitation or proposed award 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. All requirements and restrictions of Subsection 21.118 apply to appeals filed pursuant to this Subsection 21.120.a.1.
2. Any person who has a substantial interest in the matter and who is dissatisfied or aggrieved with the determination of responsiveness by the Selection Committee pursuant to Subsection 21.83.d of this Code must appeal said determination to the County by sending written notice to the attention of the Director of Purchasing to the County Purchasing Division. Such appeal must be received by the County Purchasing Division within ten (10) calendar days of the determination by the Selection Committee to be deemed timely. The requirements of Subsections 21.118.e and 21.118.f shall be applicable to the appeal of the Selection Committee's determination of responsiveness. Only appeals that are in writing and timely made by or on behalf of a person who has standing to maintain a protest under Florida case law, and accompanied by an original appeal bond or certified copy thereof as required by Subsection 21.120.a.3, shall be entitled to a decision by a hearing officer. The written appeal shall briefly state the facts and arguments upon