



April 28, 2021

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

**Kone, Inc.
Andy Montross
3421 Enterprise Way
Miramar, FL 33025**

TERM CONTRACT #16001D

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT based on:

- EXTENSION OF CONTRACT based on SOLICITATION #16-001/MB
- LOT #1, GOVERNMENTAL CENTER COMPLEX WILL NOT BE EXTENDED AND WILL EXPIRE ON 4/30/2021.
- EXTENSION IS FOR LOT #2, PALM BEACH INTERNATIONAL & NORTH COUNTY GENERAL AVIATION AIRPORTS ONLY.

The term of this contract (Lot #2) is extended through 7/31/2021, and has an estimated dollar value of \$726,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Sandy Shea, Senior Buyer at sshea@pbcgov.org.

Sincerely,

**Kathleen Scarlett
Purchasing Director**

**c: Amanda Ray, FDO
Uriah McCalla, Airports
Amy Karpf, ISS
File**

*"An Equal Opportunity
Affirmative Action Employer"*

Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

**FOR MANDATORY / NON-MANDATORY PRE-BID CONFERENCE AND / OR SITE INSPECTION
INFORMATION, SEE TERM AND CONDITION # 9 OF THIS SOLICITATION**

BID SUBMISSION DATE: NOVEMBER 12, 2015 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.org/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

| | | |
|---|--|--------------------------------------|
| BID #16-001/MB | BID TITLE: ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT | |
| PURCHASING DEPARTMENT CONTACT: MARVA BROWN, SENIOR BUYER | | TELEPHONE NO.: (561) 616-6815 |
| FAX NO.: (561) 242-6715 | E-MAIL ADDRESS: mbrown@pbcgov.org | |

All bid responses must be received on or before November 12, 2015, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672)

shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or

a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Security Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to

act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.
- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the bidder: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the bidder is required to:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the bidder to comply with these requirements shall

be a material breach of this Contract.

- I. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- n. NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the

provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a.** In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b.** In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A

Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in

the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
 1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
 2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
 3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of

Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item,

and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID".

i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:**

The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
2. In the event that the successful bidder **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non responsive. It is the responsibility of the successful bidder to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply

with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the

extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. INSPECTION OF SITE(S) (MANDATORY) (Lot #1 and Lot #2)

Bidders must visually inspect the site where services are to be performed. All bidders are required to attend a meeting and site inspection which will be held at **Governmental Center, 301 N. Olive Avenue, Main Lobby, West Palm Beach, FL 33401 on October 27, 2015 commencing at 9:00 AM for Lot #1.** Additionally, all bidders are required to attend a meeting and site inspection which will be held at **Palm Beach International Airport, Main Terminal Building, Level 2, West End Conference Room for Lot #2. This is by the west end security check point. THE BIDDER'S FAILURE TO VISUALLY INSPECT THE SITE(S) SHALL RESULT IN DISQUALIFICATION OF THEIR BID.** Bidders are advised to make a thorough inspection of the extent of work. After the bid has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond the successful bidder's control and without fault or negligence, including, but not restricted to, Acts of God. Said change must be approved, in writing, by the Director of Purchasing. Bidders are reminded that statements and information provided at this meeting/inspection are not binding unless issued in writing as an amendment to the Bid.

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at **9:10 A.M.** (10 minutes after stated start time) local time for Lot #1 and **1:10 P.M.** (10 minutes after started time for Lot #2. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection.

10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of five (5) active account references in which similar goods and/or services have been provided within the past five (5) years with a minimum of three (3) active single accounts equal to or greater in size to the number of units included in this bid including scope of work, contact names, email address, telephone numbers and dates of service. The bidder shall provide written evidence that shows that the bidder has been providing elevator/escalator maintenance services in the industry for a minimum of ten (10) consecutive years. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.
- B. The bidder shall provide written evidence (copies of current licenses/certifications) that shows that the bidder is registered with the Department of Business and Professional Regulations with the State of Florida.
- C. The bidder shall provide written evidence (copies of current licenses/certifications) that shows that bidder's personnel/mechanic have a current Certificate of Competency issued by the State of Florida, Department of Business and Professional Regulation.
- D. The bidder shall provide written evidence that shows that each employed elevator / escalator mechanic has a minimum of three (3) years experience as a licensed mechanic in maintaining systems as specified. Future employees will be required to have the same.
- E. The bidder shall provide written evidence that shows that the bidder has a minimum of two (2) registered graduate electrical engineers and two (2) registered graduate mechanical engineers, each with at least five (5) years elevator / escalator experience, as employees of the company, to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety. In the event the engineer needs to come to the site for technical support it shall be at the successful bidder(s) expense.

- F. The bidder shall provide written evidence that shows at least ten (10) years experience with similar group supervisory control or solid state or microprocessor control systems.

11. CRIMINAL HISTORY RECORDS CHECK – (LOT #1 GOVERNMENTAL CENTER COMPLEX AND LOT #2 NORTH COUNTY GENERAL AVIATION AIRPORT)

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

12. CRIMINAL HISTORY RECORDS CHECK – (LOT #2 PALM BEACH INTERNATIONAL AIRPORT)

SECURITY AND ACCESS at Palm Beach International Airport (PBI). All individuals working at the airport must pass a Criminal History Records Check (CHRC) and Security Threat Assessment (STA). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBI is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

The fees are as follows: Criminal history check and fingerprinting - \$42.00 (check or money order only). Annual badge fee - \$15.00. Lost badge replacement - \$75.00. Non-Returned badges fee \$100.00. The successful bidder shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

In addition to the Department of Airports Security requirements the successful bidder shall also be required to obtain, purchase and maintain a US Department of Homeland Security /Customs and Border Protection FIS Access Pass badge for all technicians assigned to work in the Customs area at Palm Beach International Airport. Contact information: Inspector Peter Hamilton 561-687-5941 or peter.hamilton@dhs.gov.

13. AWARD BASED ON THE TOTAL FACTORED RATE

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot total factored rate basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

14. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST)

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

15. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

16. RESPONSE TIME

Successful bidder shall respond to all emergency service calls within two (2) hours of notification by the designated County Representative, twenty-four (24) hours a day, seven (7) days per week.

17. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

18. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

19. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

20. ADDITIONS/DELETIONS

The specified types of elevators, escalators and wheelchair lifts listed on the bid response pages are now in service. Palm Beach County reserves the right to add and/or delete elevators, escalators, and wheelchair lifts and monthly services temporarily or permanently, at anytime throughout the contract period including subsequent renewals. The price for any additional elevators and wheelchair lifts shall be based on existing elevators and wheelchair lifts with similar number of landing for both traction and hydraulic units in service within each lot. The price for additional escalators shall be based on existing escalators with similar rise or steps to those in service within each lot.

Additionally, escalator pricing shall be a firm price based on the standard 17 foot – 21 foot rise units in the facility. In the event an elevator or escalator is replaced/modified or added during the life of this contract the same 17 foot – 21 foot rise factor shall apply for escalator and elevator. If the elevators, escalators and wheelchairs lifts are deleted or removed from this contract the cost for the monthly services shall cease on the date that the unit is deleted or removed from service and monthly invoice adjusted accordingly, if necessary.

21. WARRANTY

The successful bidder shall furnish factory/manufacturer warranty on all equipment furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

22. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing, cleaning or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

23. INSURANCE REQUIRED – (LOT #1 GOVERNMENTAL CENTER COMPLEX AND LOT #2 NORTH COUNTY GENERAL AVIATION AIRPORT)

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, **c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801**. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than **\$1,000,000** Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$500,000** Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

24. INSURANCE REQUIRED – (LOT #2 PALM BEACH INTERNATIONAL AIRPORT)

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, **c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801**. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than **\$5,000,000** Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$5,000,000** Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

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A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
BID #16-001/MB

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for a full service contract including inspections, preventative maintenance, and repair of elevators, escalators, and wheelchair lifts, located at the Governmental Center Complex, Palm Beach International Airport (PBI) and the North County General Aviation Airport.

GENERAL

Services shall be in accordance with all terms, conditions and specifications listed herein.

Services shall be completed in a professional manner inclusive of all certified and licensed manpower, supplies, equipment, tools, parts, materials, lubricants, labor supervision, licenses, travel and any/all incidental expenses incurred in the performance of this contract necessary to provide full preventative maintenance, adjustments, replacement and repair service for the elevators, escalators, and wheelchair lifts, specified herein.

Services shall be in accordance with the latest edition of ASME 17.1 Safety Code for Elevator and Escalators, A 17.2 Inspectors Guide for Elevator and Escalators and A 17.3 Safety Code for Existing Elevators and Escalators including any supplements of the American Society of Mechanical Engineers (ASME).

LOT #1 - GOVERNMENTAL CENTER COMPLEX

The Palm Beach County Governmental Center has a total of thirty seven (37) elevators, eight (8) escalators, and one (1) wheelchair lift located at the following addresses:

| | | |
|--|---|--|
| State Attorney/Public Defender Bldg. 401 N. Dixie Hwy. West Palm Beach, FL | Governmental Center 301 N. Olive Ave. West Palm Beach, FL | 1916 Historical Courthouse 300 N. Dixie Hwy. West Palm Beach, FL |
| Courthouse 205 N. Dixie Hwy. West Palm Beach, FL | Judicial Center Garage 505 Banyan Blvd. West Palm Beach, FL | Governmental Center Garage 215 N. Olive Ave. West Palm Beach, FL |

GOVERNMENTAL CENTER GARAGE ELEVATORS

| <u>Elevator #</u> | <u>Qty</u> | <u>Make / Type / Operation</u> | <u>Openings/Stops/Floors</u> | <u>Capacity(lb)/Speed (FPM)</u> |
|-------------------|------------|--|------------------------------|---------------------------------|
| 1-6 | 6 | Montgomery, Traction, Gearless, Passenger | 12 | 3500/700 |
| 7 | 1 | Montgomery, Hydraulic, Freight | 5 | 3500/200 |
| E&N | 2 | Mowrey, Hydraulic, Passenger | 6 | 3500/125 |
| WC-1 | 1 | Garventexpress II, Wheelchair lift | 2 | 495 |

JUDICIAL CENTER & GARAGE ELEVATORS

| <u>Elevator</u> | <u>Qty</u> | <u>Make / Type / Operation</u> | <u>Floors</u> | <u>Capacity(lb)/Speed (FPM)</u> |
|-----------------|------------|---|---------------|---------------------------------|
| 1-4 | 4 | Schindler, Hydraulic, Passenger Control 2C-MPH General Order 99555, 99556 | 6 | 3500/100 |
| Tower | 1 | Schindler, Hydraulic, Passenger Control 1C-MPH, General Order 99557 | 2 | 2100/100 |

ESCALATORS

| <u>No.</u> | <u>Qty</u> | <u>Make/Type/Operation</u> | <u>Step Width</u> | <u>Rise</u> | <u>Speed (FPM)</u> |
|------------|------------|---|-------------------|-------------|--------------------|
| 1&2 | 2 | Schindler, Escalators, Passenger SWE-30-60K General Order 50113 | 32" | 15' | 90 |

COURTHOUSE ELEVATORS

| <u>Elevator #</u> | <u>Qty</u> | <u>Make / Type / Operation</u> | <u>Openings/Stops/Floors</u> | <u>Capacity(lb)/Speed (FPM)</u> |
|--------------------|------------|---|------------------------------|---------------------------------|
| CT-70313A | 1 | Montgomery, GRLS Pass/Duplex | 11 | 3500/500 |
| CT-70314B | 1 | Montgomery, Selective Collective | 10 | 3500/500 |
| CT-70315- 22C-J | 8 | Montgomery GRLS Pass/Group Automatic | 11 | 4000/500 |
| CT-70306K | 1 | Montgomery GRD Pass/Simplex Selective Collective | 6 | 3500/300 |
| CT-7037- 8L&M | 2 | Montgomery GRD Pass/Duplex Selective Collective | 4 | 3500/300 |
| CT-70309N | 1 | Montgomery GRD Prisoner/Simplex Selective Collective | 7 | 4000/350 |
| CT-70310P | 1 | Montgomery GRD Prisoner/Simplex Selective Collective | 7 | 4000/350 |
| T-70311Q | 1 | Montgomery GRD Prisoner Pass/ Simplex Selective Collective | 6 | 4000/350 |
| CT-70312R | 1 | Montgomery GRD Serv/Simplex | 7 | 4500/350 |

ESCALATORS CE-70296-301

| <u>Escalator #</u> | <u>Qty</u> | <u>Make</u> | <u>Step Width</u> | <u>Rise</u> | <u>Speed (FPM)</u> |
|--------------------|------------|-------------|-------------------|-------------|--------------------|
| 1&2 | 2 | Montgomery | 32" | 16' | 90 |
| 3&4 | 2 | Montgomery | 32" | 16' | 90 |
| 5&6 | 2 | Montgomery | 32" | 16' | 90 |

STATE ATTORNEY / PUBLIC DEFENDER (SA/PD) BUILDING ELEVATORS

| <u>Elevator #</u> | <u>Qty</u> | <u>Make / Type / Operation</u> | <u>Openings/Stops/Floors</u> | <u>Capacity(lb)/Speed (FPM)</u> |
|-------------------|------------|--------------------------------|------------------------------|---------------------------------|
| S,T,U&V | 4 | Montgomery GRLS. Passenger | 6 | 3500/500 |

1916 HISTORIC COURTHOUSE

| <u>Elevator #</u> | <u>Qty</u> | <u>Make / Type / Operation</u> | <u>Openings/Stops/Floors</u> | <u>Capacity(lb)/Speed (FPM)</u> |
|-------------------|------------|---------------------------------|------------------------------|---------------------------------|
| 1 | 1 | Schindler, Hydraulic, Freight | 4 | 2100/150 |
| 2 | 1 | Schindler, Hydraulic, Passenger | 4 | 5000/125 |

LOT # 2**A. PALM BEACH INTERNATIONAL AIRPORT & NORTH COUNTY GENERAL AVIATION AIRPORT**

Palm Beach International Airport has a total of twenty-eight (28) elevators, and fourteen (14) escalators. The North County General Aviation Airport has one (1) elevator. The units are located at the following addresses:

| | |
|--|---|
| Palm Beach International Airport Australian Ave. & Belvedere Rd. West Palm Beach, FL | North County General Aviation Airport 11600 Aviation Blvd. Palm Beach Gardens, FL |
|--|---|

B. PALM BEACH INTERNATIONAL AIRPORT & NORTH COUNTY GENERAL AVIATION AIRPORT ELEVATORS**(Designated critical units are #14 & #27)**

| <u>Elevator # / Location</u> | <u>Qty</u> | <u>Make/Type/Operation</u> | <u>Openings/Stops/Floors</u> | <u>Capacity(lb)/ Speed(FPM)</u> |
|--------------------------------------|------------|---|------------------------------|---------------------------------|
| 47940 N. County Airport Lobby | 1 | East Coast, Hydraulic, Passenger | 2 | 2,100/300 |
| 1-6 Terminal West | 6 | Montgomery, Traction, Passenger | 7 | 4,000/500 |
| 7-12 Terminal East | 6 | Montgomery, Traction, Passenger | 7 | 4,000/500 |
| 13 Loading Dock | 1 | Montgomery, Hydraulic, Freight | 2 | 4,000/300 |
| 14 Concourse A | 1 | Montgomery, Hydraulic, Passenger | 2 | 3,500/500 |
| 15 F.I.S. | 1 | Montgomery, Hydraulic, Passenger | 2 | 2,500/500 |
| 16 W People Tube Center | 1 | Montgomery, Hydraulic, Passenger | 2 | 3,500/500 |
| 17 E People Tube | 1 | Montgomery, Hydraulic, Passenger | 2 | 3,500/500 |
| 18-19 Long Term Parking West | 2 | Montgomery, Traction, Passenger | 4 | 4,000/400 |
| 20 Terminal east | 1 | Minnesota Elevator Inc., Freight | 2 | 5,000/300 |
| 21-24 Long Term Parking (east) | 4 | Schindler, Traction Miconic TX R5, Passenger | 7 | 4,000/500 |
| 25 Bldg. 846 Airport Admin | 1 | ThyssenKrupp, Hydraulic, Passenger | 2 | 3,500/300 |
| 26 Bldg. 846 Airport Admin | 1 | ThyssenKrupp, Hydraulic, Freight | 2 | 3,500/300 |
| 27 Concourse C | 1 | ThyssenKrupp, Hydraulic, Freight | 2 | 3,500/300 |
| 28 Bldg. 1169 | 1 | Esco, Hydraulic, Freight | 2 | 3,500/300 |

ESCALATORS (Designated Critical units are B, C, E, H)

| <u>Escalator # / Location</u> | <u>Qty</u> | <u>Make</u> | <u>Step Width</u> | <u>Rise</u> | <u>Speed</u> |
|-------------------------------|------------|-------------|-------------------|-------------|--------------|
| A & D Up L1 to L2 | 2 | Montgomery | 24" | 11'-0" | 90 |
| B & C Down L2 to L1 | 2 | Montgomery | 40" | 12'-6" | 90 |
| E West L3 to L2 | 1 | Montgomery | 32" | 12'-6" | 90 |
| F West Ctr L3 to L2 | 1 | Montgomery | 32" | 12'-6" | 90 |
| G & K East Ctr L2 & L3 | 2 | Montgomery | 32" | 12'-6" | 90 |
| H East L3 to L2 | 1 | Montgomery | 32" | 12'-6" | 90 |
| I F.I.S. | 1 | Montgomery | 32" | 12'-6" | 90 |
| J Concourse A | 1 | Montgomery | 32" | 12'-6" | 90 |
| L & M Rdwy Median L3 to L2 | 2 | Montgomery | 24" | 14'-0" | 90 |
| N Concourse A | 1 | Montgomery | 24" | 14'-0" | 90 |

COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide access to the equipment.
- B. Keep the elevator pits and motor rooms free from water. The County shall be responsible for removing water from pits, maintaining the drainage facilities for the pits and for damage there from.
- C. Re-finish the cabs and equipment room interiors.
- D. Provide and install car light bulbs, fluorescent tubes, fluorescent ballasts and starters for general car illumination, and to provide the successful bidder with lamps for elevator machine rooms and pits.
- E. Maintain the dial tone circuits supporting the elevator instruments and for the telephone cabling from the telephone intermediate wiring terminals to the elevator telephone control unit(s) located in the hoist control room(s).
- F. Maintain the main safety switch providing electricity to the equipment and the power feeders running from safety switch to elevator controls.
- G. Maintain any intercom systems and/or security cameras.
- H. Report any known conditions which may indicate the need for correction before the next regularly scheduled maintenance.
- I. Retain exclusive ownership of all installed equipment including, but not limited to software and microchips. The successful bidder does not at any time assume possession or control of any part of the equipment.
- J. Reserves the right to make inspections and tests when necessary to ascertain that the requirements of this contract are being fulfilled. The successful bidder shall cooperate in making such inspections. Deficiencies noted shall be promptly corrected at no additional cost to the County.

NOTE: The County shall not use the elevator machine rooms and equipment spaces for storage.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

- A. Maintain all equipment in first-class operating condition and comply with all current American Standard Safety Codes. All elevators, lifts and associated equipment maintenance procedures shall conform to the State of Florida elevator requirements as specified under the Department of Business Regulation, Division of Hotels and Restaurants, Bureau of Elevator Safety, ANSI/ASME, and any applicable local and National codes.
- B. Abide by all existing laws, codes, rules and regulations in effect on the date of this contract and thereafter which are set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed. The successful bidder shall be responsible for any liabilities resulting from improper maintenance, workmanship or lack thereof.
- C. Regularly and systematically, in accordance with manufacturer's recommendations, repair, examine, inspect, adjust, lubricate, and repair or replace worn or defective elevator, escalator and/or lift components, as needed.
- D. Contact the authorized County Representative to schedule work at the beginning of each month and provide the County Representative with a maintenance schedule for each elevator and escalator. Schedule shall show the preventative maintenance required for daily, weekly, monthly, quarterly, and annual maintenance.
- E. Possess all diagnostic equipment, solid state circuitry spare parts, and full re-programming capabilities to service elevators and lifts with microprocessor equipment and or the means to repairs, supervise, adjust and program any proprietary equipment necessary throughout the term of this contract, at no additional cost to the County.
- F. Maintain the original efficiency, safety and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling, and floor-to-floor time including door opening and closing time where power door operation exists, in accordance with manufacturer's recommendations and/or by code requirements.
- G. Maintain vibration and noise levels within acceptable industry standards for each piece of equipment.
- H. Test and audit the equipment on an annual basis.
- I. Regularly drain and flush hoist machine gear cases and bearing oil reservoirs in accordance with manufacturer's recommendations, or at a minimum, once every two (2) years, and refill with the proper type and grade of oil.
- J. Keep car tops, pits, hatch and hatch equipment, rails, indicators, hatch door hangers and tracks, switches, buffers and hoist ways clean and free from dirt, rust, oil, lint, debris and stored items and maintain each machine room in a clean and neat condition.
- K. Replace all bulbs for pit lights and machine room lights as required. Bulbs shall be furnished by the County.
- L. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, to equalize the tension on all hoist way ropes, as required and maintain the ropes grease and dirt free.
- M. Repair or replace conductor cables, control cables and hoist way and machine room elevator wiring, as required.
- N. Periodically dismantle brake plunger assemblies, examine, clean, replace worn parts, lubricate, re-assemble, and adjust for proper operation.
- O. Shorten all ropes, as necessary, to provide continued safe operation and maintain normal traction.
- P. Maintain proper tension of car and counterweight guides against the rails.
- Q. Provide only new OEM parts as authorized and/or recommended by the manufacturer of the equipment for replacement or repair, and to use only those lubricants obtained from and/or authorized/recommended by the manufacturer and/or conform to recommendations of the current ASME Inspector's Manual of the equipment. Equivalent parts or lubricants may only be used if approved in writing by the County Representative prior to their use. Parts for which there are no OEM replacement, redesigned, re-engineered, or after-market parts of equal performance shall be considered "obsolete" and not covered under this contract. Once a part is determined obsolete, the successful bidder shall advise the County Representative, in writing, outlining options and recommendations. When OEM replacement, redesigned, re-engineered, or after-market parts of equal performance are available, it shall be covered under this contract.
- R. Use only materials, equipment, etc., that meet all OSHA requirements in the performance of this contract. Successful bidder shall, if materials, equipment, etc., delivered are subsequently found to be deficient in any OSHA requirement in effect on date of delivery, incur any/all cost to bring material, equipment, etc., into compliance.

- S. Be responsible for the ADA telephones in each elevator and with the connecting wiring from each individual elevator cab back to the controllers in the elevator machine rooms. Test, repair and replace any phones or communication device, as required, or if the audio quality is found unacceptable.
- T. Post out of service signs on all floors when an elevator or escalator is out of service.
- U. Perform all code-mandated safety and buffer tests and assist the code inspector in witnessing these tests.
- V. Program each elevator to automatically return to the first floor with total power loss.
- W. Include, at no additional cost to the County, lubricant and hydraulic lifting fluids (per manufacturer's specifications) as well as the replacement of any worn out parts such as: relays, contacts, limit switches, piston packing, emergency lighting and safety devices including governors, and signal devices which shall be replaced during regular visits.
- X. Perform all tests including the annual no-load test in accordance with A.N.S.I., A-17 Code.
- Y. Equipment shall meet all NFPA, and Federal safety regulations for grounding of electrical equipment.
- Z. Maintain proper lubrication on the elevators and escalators at all times, and when necessary, replace step rollers, step treads and/or Comb segments with standard or yellow, to assure smooth and quiet operation (step rollers, step threads, and/or comb segments are to be supplied and installed by the successful bidder).
- AA. Supply the County Representative with an electronic copy of the Safety Data Sheets (SDS) used during the performance of this contract.

SUCCESSFUL BIDDER'S PERSONNEL

- A. The successful bidder shall provide all service mechanics and resident mechanics with a cellular telephone while on duty. The County Representative shall be provided with the mechanics phone number for direct cellular communication, when necessary.
- B. All resident technicians shall report their arrival and departure time to the County Representative daily. The resident technician may also be required to carry a County two-way radio for direct communication with the County Representative and Communication Center while on duty. Radio shall be provided and maintained by Palm Beach County.
- C. All employees shall be satisfactorily dressed in clean uniforms (identifying their company and name clearly) with an acceptable customer service demeanor and possessing full technical qualifications.
- D. The County Representative shall advise the successful bidder of any dissatisfaction with the employees performing work under this contract. Successful bidder shall replace any employee not meeting the above criteria after such employee is given reasonable notice. If the employee fails to perform or in the opinion of the County the employee is not suitable said employee will be replaced within five (5) working days. Any employee found unacceptable shall not be used henceforth at that location. All security badges, keys, etc. must be surrendered upon their last day worked to the County Representative or designee. The successful bidder shall cover all cost associated with the employees replacement.

EQUIPMENT COVERAGE

The coverage shall include the entire system described.

- A. MACHINE, including worms, gears, bearings, brake, linings, coil, contact, coupling, and sheaves.
- B. PUMP UNIT, including tank, fluid, jack packing, exposed piping, motor, pump, and valve system.
- C. SELECTOR, including motors, cams, switches, bearings, wiring, cable, tape, rope grippers, unintended car and driving mechanism.
- D. MOTOR, including motor windings, bearings, rotating element, commutators, brushes and brush holders, contacts, resistors, packing and parts thereof.
- E. VALVES, including relief valve, pilot, lowering, leveling and checking valves or any parts thereof.
- F. CONTROLLER AND DISPATCHER, including wiring, relays, capacitors, timers, contacts, coils, resistors, computers, monitors, solid state components, circuit boards, rectifiers, transformers, load weighing, and transducers.

- G. SELECTOR, including electrical or mechanical drives components, cams, contacts, relays, resistors, leads, transformers and solid state components.
- H. HOIST MOTOR AND GENERATOR, including windings, fields, stators, rotating elements, brushes, holders, bearings, commutators, static drive, and frequency drive, solid state drive of any type.
- I. CAR AND COUNTERWEIGHT SAFETY MECHANISM, including governor.
- J. HOISTWAY EQUIPMENT, including deflector sheaves, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, and hoistway door interlocks.
- K. CAR AND COUNTERWEIGHT GUIDE SHOES, including gibs and rollers.
- L. CAR AND COUNTERWEIGHT GUIDE RAILS.
- M. CAR, SHAFTWAY, AND MACHINE ROOM WIRING, including traveling cables.
- N. DOOR OPERATOR SYSTEM, including motor, clutches, sheaves, belts, bearings, contacts, cams, gears, car door hangers, door reversal devices, and door restrictors.
- O. CAR AND HALL SIGNAL DEVICES, including lamps and displays.
- P. CAR AND HALL OPERATING DEVICES, including buttons, lamps, and switches, ventilating fan, safety devices.
- Q. FIXTURES, car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches and locks, lamps and sockets.
- R. DOOR HARDWARE, including track and hangers, interlocks, gibs, fire tabs and closers.
- S. ESCALATOR DRIVING SYSTEM, including machine, worms, gears, sprockets, brake, coupling, coil, lining, chains, bearings, motor, stator and rotor, alarm/stop switches, speed sensor.
- T. ESCALATOR HANDRAIL SYSTEM, including sprockets, handrails, handrail drive, idler sheaves, rollers, chains, bearings, brush guards, driving mechanism and all safety components.
- U. ESCALATOR STEP SYSTEM, including steps, treads, chains, comb-plates, comb-segments, tracking system, rollers and all safety components.
- V. ALL ACCESSORY EQUIPMENT, except such items as are hereinafter excluded.
- W. WHEELCHAIR LIFTS, all components (Lot #1 Governmental Complex Only)

EXCLUSIONS

Successful bidder shall not be responsible for the following services or equipment:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the successful bidder, his employees, subcontractors, servants or agents, or other causes beyond the successful bidder's control except ordinary wear and tear or lack thereof.
- B. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panel, door panels, car or hoistway gates or doors, plenum chambers, ceiling, car light fixtures, elevator car handrails, mirrors, carpets, frames and sills, except as these may be damaged or destroyed by actions, inactions, or lack of maintenance by the successful bidder's personnel.
- C. Elevator and escalator mainline and auxiliary disconnect switches, fuses and feeders to control panels, hydraulic elevator jack outer casing and underground piping.
- D. Smoke and fire sensors and related control equipment which is remote from the elevator control.
- E. Emergency power plant and associated equipments.
- F. Escalator balustrades, skirts, decks, exterior panels and cleaning of exposed surfaces (unless made necessary by the action or inaction of the successful bidder).

HYDRAULIC ELEVATORS - MONTHLY SERVICE INSPECTION AND MAINTENANCE

The successful bidder shall:

- A. Observe the elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices, leveling, and determine if creeping of elevator is present. Correct all deficiencies found.
- B. Examine, lubricate and adjust and as required repair/replace the following accessory equipment for proper operation: car and corridor door hangers, tracks, stations door operating devices, door gibs, car fan, guide shoe gibs or rollers and brakes and all indicators in the cab and at each floor. Correct all deficiencies found.
- C. Check for proper operation of fireman's service equipment, alarm bells, emergency stop switches, emergency car lights and batteries, all switches on the car panel, and maintain a monthly log of all fire tests. Correct all deficiencies found.
- D. Clean, inspect and lubricate equipment and mechanism in the hoistway, pit, buffers, top and bottom of the cab, and the car exhaust blowers or fans. If required, align elevator guide rails. Correct all deficiencies found. Pit shall be clean and free of oil and debris.
- E. Observe and correct any deficiencies relating to the pump and motor, exposed oil lines, oil and valves, controls, plunger, packing, controller components and parts thereof, etc.
- F. Inspect all electrical wiring, traveling cables, etc. from all elevator equipment to the main electrical disconnect switches. Correct all deficiencies found.
- G. Test and correct any deficiencies to the manual and emergency controls.
- H. Perform the annual pressure relief and leakage tests on the hydraulic elevators per Local and State codes. Correct any and all deficiencies found during these tests and provide documentation of the results of these tests to the County Representative.

TRACTION ELEVATORS - MONTHLY SERVICE INSPECTION AND MAINTENANCE

The successful bidder shall:

- A. Observe elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices and leveling. Clean adjust and lubricate leveling switches, and leveling operation, hoistway vanes, any magnets and inductors, etc. Correct all deficiencies found.
- B. Clean, adjust, lubricate, repair or replace as required the brushes, dashpots, traveling cables, chains, pawl magnets, wiring, contacts, relays, tape drives, tape switches, microprocessor components on the selector and controller (if used), etc. Correct all deficiencies found.
- C. Check for proper operation of opening and closing of doors including the door hangers, tracks, brakes, pivot points, linkages, etc. Clean, adjust and lubricate as required. Correct all deficiencies found.
- D. Check for proper operation of all indicators both in the cab and at each floor location. Correct all deficiencies found.
- E. Check for proper operation of fireman's service equipment, alarm bells, emergency stop switches, emergency car lights and batteries, all switches on the car panel, and maintain a monthly log of all fire tests. Correct all deficiencies found.
- F. Inspect brake and brake drum, drive sheave, worm and gear backlash, thrust end play and any bearing wear on all motors and/or motor generator sets, in accordance with manufacturer's recommendation. Clean all commutators and armatures and reseal or replace brushes as necessary. Inspect armature and rotor clearances, turn and undercut, rebuild or replace as necessary. Clean, adjust, lubricate all components and change oil in bearings as necessary. Correct all deficiencies found including rebuilding or replacement of motor if necessary.
- G. Correct any deficiencies relating to the inspection of the compensating chain hitches, drum buffers, ropes and rope clamps, slack cable switch, couplings, key ways, indicator dials, and dispatching time settings.
- H. Clean, inspect, and lubricate equipment and mechanism in the hoistway, pit, buffers, top and bottom of the cab and the car exhaust blowers or fans. If required, alignment of elevator guide rails shall be included.

- I. Inspect all electrical wiring, traveling cables, etc. from all elevator equipment to the main electrical disconnect switches. Correct all deficiencies found.
- J. Test and correct any deficiencies to the manual and emergency controls.
- K. Check for proper operation of fireman service equipment, phones, alarm bells, emergency stop switches, emergency car lights and batteries, all switches on the car panel, and maintain a monthly log of all fire test and correct any deficiencies found.

NOTE: These recommendations are intended to supplement the equipment manufacturers' recommendations, not replace them. The scope of work is to include any and all manufacture's required maintenance for the equipment.

WHEELCHAIR LIFTS (Lot #1 ONLY) - MONTHLY SERVICE INSPECTION AND MAINTENANCE

The successful bidder shall:

- A. Observe wheelchair lifts throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices and leveling. Clean adjust and lubricate leveling switches, and leveling operation, hoist way vanes, any magnets and inductors, etc. Correct any/all deficiencies found.
- B. Check for proper operation of opening and closing of doors including the door hangers, tracks, brakes, pivot points, linkages, etc. Clean, adjust and lubricate as required. Correct any/all deficiencies found.
- C. Clean, inspect, and lubricate all equipment and mechanisms in accordance with the manufacturer's recommendations.
- D. Remove any trash or debris from underneath the platform.
- E. Inspect all electrical wiring, traveling cables, etc. from all wheelchair equipment to the main electrical disconnect switches. Correct any/all deficiencies found.
- F. Perform any additional work required in accordance with the manufacturer's recommendations for normal preventative maintenance to the lifts.
- G. Take part in all inspections.

ESCALATORS - MONTHLY SERVICE INSPECTION AND MAINTENANCE

Monthly service inspection shall include, but not be limited to, the following.

- A. Inspect, service and repair or replace escalator systems and components to ensure safe, efficient, smooth and quiet operation. Keep escalators properly lubricated.
- B. Escalator drive machines, including motor bearings, drive chains, sprockets, bushings, shafts, stator, governors and all other such components and parts.
- C. Escalator brake system, including brake windings and coils or solenoids, disks, pads, arms, bearings, linings and shoes, winding and coils, relays transformers, contacts, plungers, and all other brake components and parts.
- D. Escalator hand rail system including sprockets, handrails, handrail drives, chains, tracks, guides, handrail sprockets or pulleys, rollers or bolts and all other such components and parts.
- E. Escalator controllers, including drive motors, worms and gears, reducers, relays, contacts, transformers, fuses, wiring, magnets and magnetic coils, resistors, and all other such components and parts.
- F. Escalator step system including steps, treads, step risers, step rollers, step brackets, combplates, combplate finger sections, chains, tracking systems demarcation strips, and all other such components and parts.
- G. Stop buttons, slack step chain switches, skirt safety switches, step up thrust switches, and all other such components and parts.
- H. Clean the escalator tread boards, risers, step tracks, drip and truss pans, top and bottom pit areas. Special attention shall be given to the appearance of the risers and tread boards to insure a continuous clean and maintained appearance.

HOISTWAY WALL CLEANING (LOT #2 ONLY)

The successful bidder shall provide all wall and door cleaning to freight elevator #13 hoistway one (1) time per year to prevent grease and grime build up from restaurant tenants. Walls and pit floor shall be left in a clean, grease free condition. Scheduling shall be established by the County Representative and involve a minimum amount of down time. All equipment, labor, supplies and waste removal expense shall be included in the monthly price bid per location, with no additional cost to the County. Upon completion the unit shall be left in fully operative status upon completion. All cleaning products along with Safety Data Sheets (SDS) shall be approved by the County Representative prior to use. The clean down shall consist of complete step removal/cleaning in addition, to tracks and pan cleaning.

ESCALATOR CLEAN DOWNS

The successful bidder shall provide annual escalator clean downs at a time and date to be determined by the County Representative. Critical units shall be cleaned after regular business hours (i.e., 10:00 p.m. – 7:00 a.m.). All labor, time, materials, and resources shall be included in the monthly price bid per location, with no additional cost to the County. The clean down shall consist of complete step removal/cleaning in addition, to tracks and pan cleaning.

TESTING AND INSPECTION

The successful bidder shall perform routine and periodic testing and inspection of the equipment as specified in the latest edition of ANSI/ASME A17.1, Part X, State of Florida and local ordinances and as specified below. The successful bidder shall notify the County Representative prior to the inspection and test to allow a County Representative to attend. Inspection shall be performed with Palm Beach County's independent contracted inspector. All labor, time, materials, and resources shall be included in the monthly price bid per location, with no additional cost to the County.

ONE (1) YEAR TESTING AND INSPECTION

The one (1) year testing and inspection shall be performed within a year of the last annual inspection as outlined in ASME/ANSI A17.1, Part X, Section 1005.2. Inspection report shall be signed by the successful bidder's Maintenance Supervisor. Testing shall be done outside of normal hours at no additional charge to the County.

All reported elevator / escalator injuries requiring medical attention due to mechanical failure will require an independent certified elevator / escalator inspector to respond and inspect the appropriate unit for mechanical and safety related issues. This shall be done within two (2) hours of the reported injury and shall be at the successful bidder's expense seven (7) days per week, twenty-four (24) hours per day.

FIVE (5) YEAR TESTING AND INSPECTION

The five (5) year testing and inspection shall be performed within five (5) years of the last five (5) year test and inspection, as determined by the date stamped or marked on the metal tag attached to the equipment. Testing and inspection shall be performed as outlined in ASME/ANSI A17.1, Part X, Section 1005.4. Testing shall be done outside of normal hours at no additional charge to the County.

ANNUAL CERTIFICATE OF OPERATION INSPECTION

The successful bidder's service mechanic shall accompany the State Certified Elevator/Escalator Inspector, contracted by Palm Beach County, on the annual Certificate of Operation Inspections, and perform such operations as necessary for the Inspector to complete inspection at no additional charge to the County.

The successful bidder shall make any corrections cited during the inspection within thirty (30) days or penalties under section NON-PERFORMANCE OF SERVICES shall be applied.

The successful bidder shall have a written report of the results of the above tests and shall be submitted to the County Representative and test results maintained in the elevator /escalator machine room.

CLOSE-OUT INSPECTION

Within ninety (90) days, prior to the expiration of this contract, the County Representative shall determine if a close-out inspection is required. If the County Representative determines a close-out inspection is needed, the successful bidder, County Representative and a licensed Inspector hired by the County will make a complete examination of all (or in part) equipment covered under this contract. The inspector's findings shall determine the County's course of action and a reasonable period of time shall be determined for any and all corrective actions but not to exceed the expiration date of the contract. Should this option be exercised, the County Representative shall provide notice to the successful bidder such inspection will take place and to what extent. The successful bidder, County, and Inspector shall all participate in this inspection. Should any failures exist, the successful bidder shall resolve prior to the end of the contract and payment withheld until such time as all issues have been resolved.

SPECIAL CONDITIONS & REQUIREMENTS

The successful bidder shall perform periodic inspection and tests as required by AMSE/ANSI A17.1, Section 1002, 1005 and 1008. The successful bidder shall provide the County with a current copy of the pertinent ASME./ANSI A17.1 and 17.2 sections.

The successful bidder shall provide a traffic analysis of elevator operations for the following factors on a quarterly basis or as required by Palm Beach County: average wait times, average travel times, time for call to be answered, percent of calls answered in 30 seconds and 60 seconds.

No elevator shall be removed from service, except in cases of hazard to life, without prior clearance of the County Representative.

LOT #1: Testing or scheduled maintenance/repairs that take the following listed elevators out of service shall be scheduled for non-duty hours or County recognized holidays at no additional cost to the County: Courthouse elevators R, P, Q, K, N, A and B; Judicial Garage Pedestrian Bridge Elevator; and Governmental Center Elevator #6. These are the sole elevators serving their respective areas.

LOT #2: Testing or scheduled maintenance/repairs that take the following listed critical elevators/escalators out of service shall be scheduled between the hours of 10:00 pm – 7:00 am or at the discretion of the County Representative at no additional cost to the County: PBIA elevators #13, #27, and escalators B, C, E, and H are designated critical units. Any critical unit breakdown shall require immediate corrective action regardless of the day or time and shall be covered under this contract at no additional charge to Palm Beach County.

SAFETY

The successful bidder shall participate in all accident/incident investigations. Participation shall include: dispatching of qualified personnel within fifteen (15) minutes for the resident technician, where applicable, and a maximum response time of two (2) hours, including holidays. The successful bidder shall inspect elevator / escalator condition as well as operational components in order to determine if any mechanical, structural or electrical conditions contributed to the accident and/or incident. The result of this investigation shall be given to the County Representative within forty-eight (48) hours after investigation is completed. The successful bidder shall secure the elevator equipment machine and/or electrical rooms to prevent access by unauthorized personnel.

HAZARDOUS WASTE

All hazardous waste including, but not limited to, cleaners, solvents, oils, grease, paints, soiled rags, and containers shall be disposed of, properly off site, in accordance with Local, State, and Federal laws. Under no circumstances may the successful bidder use the County's dumpsters or trash cans to dispose of hazardous materials.

TRAINING

The successful bidder shall provide each awarded Lot eight (8) hours of training annually to the designated County employees in two (2) sessions annually. Training shall include the proper procedure for passengers entrapped in elevator, procedure for routine operational inspections, operational procedures, and training on elevator monitoring equipment.

PERFORMANCE REQUIREMENTS

The successful bidder shall maintain the minimum performance requirements of the elevators as specified by the manufacturer or as designated below:

GOVERNMENTAL CENTER & GARAGE

| <u>Elevator Numbers</u> | <u>A</u> <u>Floor-to-Floor</u> <u>Time-Seconds</u> | <u>B</u> <u>Door Opening</u> <u>Time-Seconds</u> | <u>C</u> <u>Door Closing</u> <u>Time-Seconds</u> | <u>D</u> <u>Floor Accuracy</u> <u>Inches</u> | <u>E</u> <u>Elevator</u> <u>Speed-(FPM)</u> |
|-------------------------|--|--|--|--|---|
| 1-6 | 11.0 | 2.0 | 3.0 | ± 1/4 | 700 |
| 7 | As specified by manufacturer. | | | | |
| N & E | As specified by manufacturer. | | | | |
| WC-1 | As specified by manufacturer. | | | | |

JUDICIAL CENTER GARAGE

1- 4 and Tower As specified by manufacturer.

COURTHOUSE

| <u>Elevator Numbers</u> | <u>A</u> <u>Floor-to-Floor</u> <u>Time-Seconds</u> | <u>B</u> <u>Door Opening</u> <u>Time-Seconds</u> | <u>C</u> <u>Door Closing</u> <u>Time-Seconds</u> | <u>D</u> <u>Floor Accuracy</u> <u>Inches</u> | <u>E</u> <u>Elevator</u> <u>Speed-(FPM)</u> |
|-------------------------|--|--|--|--|---|
| A, B | 9.2 | 1.6 | 3.0 | ± 1/4 | 500 |
| C, D, E, | 10.2 | 1.7 | 3.2 | ± 1/4 | 500 |
| F, G, | 10.2 | 1.7 | 3.2 | ± 1/4 | 500 |
| H, I, J | 10.2 | 1.7 | 3.2 | ± 1/4 | 500 |
| K, L, M | 10.1 | 1.6 | 2.6 | ± 1/4 | 300 |
| N, P, Q | 12.7 | 2.5 | 4.6 | ± 1/4 | 350 |
| R | 13.7 | 2.5 | 5.6 | ± 1/4 | 350 |

STATE ATTORNEY/PUBLIC DEFENDER

| <u>Elevator Numbers</u> | <u>A</u> <u>Floor-to-Floor</u> <u>Time-Seconds</u> | <u>B</u> <u>Door Opening</u> <u>Time-Seconds</u> | <u>C</u> <u>Door Closing</u> <u>Time-Seconds</u> | <u>D</u> <u>Floor Accuracy</u> <u>Inches</u> | <u>E</u> <u>Elevator</u> <u>Speed-(FPM)</u> |
|-------------------------|--|--|--|--|---|
| S, T, U, V | 9.2 | 1.6 | 3.0 | ± 1/4 | 500 |

1916 HISTORIC COURTHOUSE

1- 2 As specified by manufacturer.

PALM BEACH INTERNATIONAL AIRPORT & NORTH COUNTY GENERAL AVIATION AIRPORT

As specified by manufacturer.

PERFORMANCE MEASURES (LOT #1 ONLY)

Measure floor to floor performances between Floors 4 and 5, Courthouse Elevators A - J, N - R and floors 2 - 3, Elevators K,L,M; floors 2 and 3 for SA/PD; Floors 4 to 5 for GC/Garage; Floors 2 to 3 Judicial Garage.

Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 1/2 open (per manufacturers schedule, or the minimum permitted by code).

Door opening times are measured from start of car door open until doors are in fully open position (per manufacturer schedule, or the minimum permitted by code).

Door closing times are measured from start of door close until hoistway doors are fully closed. (per manufacturer schedule, or the minimum permitted by Code. 1' per second door close speed maximum.

Stopping accuracy shall be measured under all loading conditions. Floor accuracy shall be ± 1/4 inch.

Variance from rated speed, regardless of load, shall not exceed ± 5% for traction and ± 10% for hydraulic elevators in the up or down direction.

In accomplishing the above performance requirements, the successful bidder shall maintain a comfortable elevator ride with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

NON-PERFORMANCE OF SERVICES

Successful bidder non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, code requirements and specifications of this contract.

In the event of non-performance by the successful bidder, the County shall have the right to remedy by the following methods:

1. Notify the successful bidder of non-performance and allow the successful bidder to correct such item(s) of non-performance. Corrective action for non-performance must be approved and completed within twenty-four (24) hours from successful bidder notification. If successful bidder does not correct non-performance within the twenty-four (24) hours, a vendor performance report may be issued and/or a meeting may be scheduled with all parties. A vendor performance report may be issued in instances where repetitive non-performance incidents are reoccurring and/or non-performance has not been corrected in the allocated time frame.
2. The County may correct the item of non-performance by any means it deems necessary. Direct costs incurred by the County for the correction shall be deducted from payments made to the successful bidder.
3. Failure to correct non-performance within specified times may result in termination of contract and possible suspension on future bids with Palm Beach County determined by the Director of Purchasing.

SERVICE AND REPAIR LOGS

The successful bidder shall maintain an up to date service / repair log per ASME A 17.1 in the machine room, which shall contain a detailed schedule of full preventive maintenance (PM) with indications of frequency of task. The log shall be posted in each machine room and mounted on each appropriate controller. These logs shall be maintained and kept current by the successful bidder and may be inspected by the County Representative at any time.

Escalator service / repair logs shall be kept in a location agreed upon by the successful bidder and the County Representative. Logs shall indicate the date the PM was performed, who performed it, and shall be kept current.

TROUBLE LOG

A trouble log shall be maintained by the successful bidder in each elevator machine rooms noting all repair, minor adjustments callbacks, reported trouble, problem found corrective action taken, and time required to correct problem shall be recorded. In addition logs for escalator callbacks and trouble logs shall be kept in a location mutually agreed on by the successful bidder and the County Representative.

SCHEMATIC WIRING DIAGRAMS

The successful bidder shall provide the County Representative updated as-built wiring diagrams indicating all changes made during the life of the contract. The successful bidder shall post one (1) copy in each machine room.

AUTOMATED REPORTING SYSTEM

The successful bidder shall provide a web-based on-line automated reporting system capable of tracking all preventative / corrective maintenance, break downs, restarts, and work in progress in a real time environment. This system shall be easily accessible via the internet and accessible to the County Representative 24/7, 365 days per year (and compatible with Micro Soft Windows 7). The program shall be capable of creating repair tickets, sending email notifications to Airport Administrator regarding a call status, producing detailed status reports, history reports and preventative maintenance scheduling. The program shall be utilized for the purpose of monitoring service / repairs along with budgeting for replacements or modifications. The successful bidder shall provide the necessary training, maintenance, and support for this program at no additional cost to the County.

SURVEY REPORTS

The successful bidder shall perform a complete survey of the equipment monthly to insure compliance with the contract and determine the condition of equipment. The inspection report shall be signed by the successful bidder's maintenance supervisor. The County Representative shall provide the successful bidder with a copy of the equipment data, condition and performance form.

MANUALS

The successful bidder shall supply the County Representative with a copy of all manufacture maintenance control programs for each piece of equipment on the site to meet ASME Code 8.6.1.2.1 rules and guidelines. One (1) shall be kept in each control room and a mutually agreed location for escalators. An electronic version is also acceptable.

CALL BACKS

The successful bidder shall respond to call backs within two (2) hours of notification, fifteen (15) minutes if the Lot has an on-site mechanic within the designated work hours. Emergency call backs involving passenger entrapments require a one (1) hour response time after notification.

Call backs shall be provided twenty-four (24) hours a day, seven (7) days a week. Call backs are defined as equipment failures or break downs where the unit has shut down due to mechanical or safety related issues and will not be billable under this contract. Call backs do not include misuse, abuse or other factors outside of the successful bidder's control.

The number of maintenance call backs and emergency calls, including passenger entrapments, shall not exceed two (2) per unit per quarter. Repeat call backs on the same unit will be closely monitored and considered NON-PERFORMANCE under this contract. Service tickets shall be required for all after hour calls and shall be left with a County Representative noting arrival time, unit serviced, repairs made, billable or non-billable per the contract, and technicians name, date and departure time.

FAILURES AND REPAIRS

1. Failures and repairs shall be completed within seventy-two (72) hours from the time the unit fails or is taken out of service unless the successful bidder has been granted additional time by the County Representative.
2. To receive a time extension the successful bidder shall notify the County Representative and provide justification for the request.
3. The County may request any additional information they deem necessary to make a decision regarding any time extension.
4. If repairs have not been completed within the seventy-two (72) hour period and an extension was not approved, the County may engage other parties to complete the repairs and charge the successful bidder for all cost associated with the repairs. In addition, the County may impose non-performance measures.

LABOR & MATERIALS

The price of all labor, material, parts, and tools necessary to perform preventative maintenance services shall be included in the price provided on the bid response page(s) for each location. All billable repairs not covered under the monthly maintenance shall be in accordance with hourly rates specified on the bid response page(s) and parts will be at the successful bidder's cost. Supporting documentation shall be required showing actual cost of parts from the successful bidder.

BILLABLE RATES - (FOR WORK NOT COVERED UNDER PREVENTATIVE MAINTENANCE)

| | |
|--------------------------------|---|
| STANDARD MECHANIC RATE: | Hourly rate for work requested and completed during the hours of 7:30 a.m. through 4:00 p.m., Monday through Friday, excluding Palm Beach County recognized holidays. |
| STANDARD HELPER RATE: | Hourly rate for work requested and completed during the hours of 7:30 a.m. through 4:00 p.m., Monday through Friday, excluding Palm Beach County recognized holidays. |
| OVERTIME RATE: | Compensation shall be paid at a rate of 1.5 times the standard rate for work performed during the hours of 4:00 p.m. through 7:30 a.m., Monday through Friday and weekends. |
| HOLIDAY RATE: | Compensation shall be paid at a rate of 2.0 times the standard rate for actual time worked during Palm Beach County recognized holidays. |

NOTE: All labor rates shall commence upon arrival at site and terminate upon departure. No additional compensation shall be paid for travel, mobilization, shop supplies demobilization or other incidental expenses. Service that is accomplished within the first hour of service call shall be considered as one hour and may be charged accordingly. All work accomplished after the first hour shall be pro-rated on a half hour basis.

DEFINITIONS

| | |
|---------------------------|--|
| STANDARD MECHANIC: | A person who is licensed with the Department of Business and Professional Regulations with the State of Florida, possessing a Certified Elevator Technician license. |
| STANDARD HELPER: | A person who works under a licensed mechanic but does not have his own license. |

AVAILABILITY OF PARTS AND LUBRICANTS

All materials and parts used must be genuine OEM parts as manufactured, distributed or approved by the manufacturer of the elevator or escalator being serviced. The successful bidder shall maintain a stock of standard repair parts, and routine maintenance items to keep elevators and escalators in safe operating condition. Standard repair parts shall be available within twenty-four (24) hours. All worn and affected parts that are replaced shall be shown or returned to the County Representative prior to disposal by the successful bidder.

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated and/or conform to recommendations of the current ASME Inspector's Manual.

INVENTORY (LOT #2 ONLY)

PARTS (SPARE)

The successful bidder shall furnish and maintain by description in the Airport machine rooms the minimum spare part list (shown below) and quantity by description of minimum inventory not less than the original manufacturer's recommended stock of spare parts. These replacement parts shall be stored in lockable steel cabinets provided by the successful bidder and located in the machine rooms or other designated secure locations. The County shall not be responsible for any loss of inventory. Successful bidder shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and reorder. At the termination of the contract the stock replacement parts and the cabinets shall remain the property of the successful bidder at which time same shall be removed from the site.

HOURS OF SERVICE (LOT #1 ONLY)

The successful bidder shall maintain one (1) licensed/certified mechanic on-site during all normal work hours. Normal hours are defined as 7:30 am to 4:00 pm, Monday through Friday, forty (40) hours per week, excluding Thanksgiving, Christmas, and New Year holidays. The County shall provide a radio with the County frequency for the on-site mechanic to use in contacting the County Representative. The on-site mechanics primary duties shall be to perform preventative maintenance on the equipment and to respond to urgent/emergency situations. This is a partial requirement and additional hours and/or mechanics will be required to meet the contract requirements outside of normal business hours and/or if more than one (1) mechanic is needed during the day and shall be billed at the standard labor rate. The price for the on-site mechanic shall be incorporated into the monthly price per location.

HOURS OF SERVICE (LOT #2 ONLY)

The successful bidder shall maintain one (1) licensed/certified mechanic on-site during all normal work hours. Normal hours are defined as 7:00 am to 11:00 am, Monday through Friday, twenty (20) hours per week, excluding Thanksgiving, Christmas, and New Year holidays. The County shall provide a radio with the County frequency for the on-site mechanic to use in contacting the County Representative. The on-site mechanics primary duties shall be to perform preventative maintenance on the equipment and to respond to urgent/emergency situations. This is a partial requirement and additional hours and/or mechanics will be required to meet the contract requirements outside of normal business hours and/or if more than one (1) mechanic is needed during the day and shall be billed at the standard labor rate. The price for the on-site mechanic shall be incorporated into the monthly price per location. Any changes to this schedule shall be approved by an authorized County Representative.

INVOICING AND BILLING

Invoicing shall be done monthly for the preventative maintenance, independently of any billable work outside the scope of this contract, and provided to the County Representative. Invoices shall include the following information: date of services, contract number, description of charges, and matching cost per line item in the contract.

All billable work not covered under the monthly preventative maintenance criteria shall be approved in advance. All invoices must be submitted within thirty (30) days and shall include the following information; technician name, date, equipment id, labor ticket(s) showing time in time out, along with established rates per contract agreement. Any billable items submitted shall be in accordance with the established labor rates and materials at cost. All invoices must be submitted to the County Representative within thirty (30) days and approved in advance for payment. No invoice will be considered after thirty (30) days or without the above required information.

Service tickets for all billable work not covered under the monthly preventative maintenance shall be submitted within forty-eight (48) hours after service has been completed providing a detailed list of man hours and materials used, repairs made, unit serviced, technician name, date and departure.

THE SUCCESSFUL BIDDER SHALL MAINTAIN THE FOLLOWING MINIMUM LIST OF ELEVATOR / ESCALATOR PARTS ON-SITE TO REDUCE OUTAGES AND DOWN TIME.

| ELEVATORS | | |
|-------------------------------|------|--|
| MONTGOMERY CONTROLLERS | | |
| 4 | Each | Input boards |
| 4 | Each | Output Boards |
| 2 | Each | Power Supply Boards |
| 10 | Each | Type NT Allen Bradley Relays |
| 2 | Each | Pulse Fire Boards |
| 2 | Each | Comparator Boards |
| 4 | Each | Tachometer |
| MIPROM 21 | | |
| 2 | Each | Input Boards |
| 2 | Each | Output Boards |
| 2 | Each | Power Supply Boards |
| 2 | Each | Brake Panels |
| 2 | Each | Drive Boards |
| 2 | Each | MSU Boards |
| 2 | Each | CPU Boards |
| 2 | Each | Encoder |
| ALL | | |
| 6 | Each | Pickup Assemblies |
| 6 | Each | Door Belts |
| 6 | Each | Door Rollers |
| 8 | Each | Pickup Rollers |
| 8 | Each | Car Door Rollers |
| 8 | Each | Roller Guides Car & Counterweight |
| 16 | Each | Gongs |
| 16 | Each | Direction Arrows |
| 10 | Each | Position Indicators |
| 5 | Each | Pushbuttons & Light Bulbs |
| 40 | Each | Plug in Relays 120 VAC 4 pole |
| 20 | Each | Motor Brusher |
| 4 | Each | Door Control Boards |
| 2 | Each | Relay Pilot Boards |
| 1 | Each | Starter Contacts |
| 2 | Each | Door Motors |
| 6 | Each | Door Restrictor Parts Interior Lift Rods |
| 4 | Each | Door Closers |
| 2 | Each | Car Top Fans |

| SCHINDLER ELEVATORS | | |
|----------------------------|------|----------------------------|
| 6 | Each | Pick Up Rollers |
| 4 | Each | Door Rollers |
| 2 | Each | Door Belts |
| 4 | Each | Roller Guards & Cwt Guides |
| 4 | Each | Push Buttons |
| 1 | Each | Door Operator |
| 2 | Each | Pick Up Assembly |
| 2 | Each | Position Indicators |

| ESCALATORS | | |
|---|------|---------------------------------------|
| SPARE HANDRAILS FOR CRITICAL UNITS | | |
| 12 | Each | Boxes of Step Chains |
| 6 | Each | Boxes of Step Chains |
| 2 | Each | Boxes of Make Up Step Chains |
| 2 | Each | Boxes of #100 Handrail Drive Chains |
| 2 | Each | Boxes of #80 Handrail Drive Chain |
| 4 | Each | E Handrail Drive Shaft |
| 5 | Each | E Handrail Drive Shaft |
| 6 | Each | Handrail Guide Tracks |
| 2 | Each | Handrail Drive Sheave |
| 24 | Each | Newel Rollers |
| 7 | Each | Step Chain Rollers |
| 30 | Each | Trail Wheel Rollers |
| 2 | Each | High Speed Seal & Worm Shaft Bearings |
| 2 | Each | Brake Boards |
| 1 | Each | CPU Boards |
| 1 | Each | Relay Pilot Boards |
| 1 | Each | Replacement Starter Panel |
| 3 | Each | Starter Contacts |
| 1 | Each | "C" Oil #23316 |
| 1 | Each | "D" Oil #23317 |
| 1 | Each | Worm Gear Oil #23309 |
| 10 | Each | Tread Board (left) |
| 10 | Each | Tread Boards (center) |
| 10 | Each | Tread Boards (right) |
| 10 | Each | Comb segments yellow (left) |
| 10 | Each | Comb Segments yellow (center) |
| 10 | Each | Comb Segment yellow (right) |
| 10 | Each | Step Risers (left) |
| 10 | Each | Step Risers (center) |
| 10 | Each | Step Risers (right) |
| 3 | Each | Starter Contacts |
| 5 | Each | 5E Steps |
| 10 | Each | 4E Steps |

**BID RESPONSE
 BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

LOT #1 – GOVERNMENTAL CENTER COMPLEX

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE PER MONTH | TOTAL OFFER PER MONTH |
|----------|--|----------|------|----------------------|-----------------------|
| 1. | #1 - #6 – Governmental Center, 301 N. Olive Ave., WPB, Montgomery, Traction, Gearless, Passenger, 12-stop | 6 | EA | \$ _____ | \$ _____ |
| 2. | #7 – Governmental Center, 301 N. Olive Ave., WPB, Montgomery, Hydraulic, Freight, 5-stop | 1 | EA | \$ _____ | \$ _____ |
| 3. | #E & #N – Governmental Center Garage, 215 N. Olive Ave., WPB, Mowrey, Hydraulic, Passenger, 6-stop | 2 | EA | \$ _____ | \$ _____ |
| 4. | #WC-1 – Governmental Center Garage, 215 N. Olive Ave., WPB, Garventexpress II, Wheelchair lift, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 5. | #1 - #4 – Judicial Center Garage, 505 Banyan Blvd., WPB, Schindler, Hydraulic, Passenger Control 2C-MPH General Order 99555, 99556, 6-stop | 4 | EA | \$ _____ | \$ _____ |
| 6. | Tower – Judicial Center Garage, 505 Banyan Blvd., WPB, Schindler, Hydraulic, Passenger Control 1C-MPH, General Order 99557, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 7. | #1 & #2 – Judicial Center Garage, 505 Banyan Blvd., WPB, Schindler, Escalators, Passenger SWE-30-60K General Order 50113, 32" step width, 15' rise | 2 | EA | \$ _____ | \$ _____ |
| 8. | #CT-70313A – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery, GRLS Pass, Duplex, 11-stop | 1 | EA | \$ _____ | \$ _____ |
| 9. | #CT-70314B – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery, Selective Collective, 10-stop | 1 | EA | \$ _____ | \$ _____ |
| 10. | #CT-70315-22C-J – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRLS Pass, Group Automatic, 11-stop | 8 | EA | \$ _____ | \$ _____ |
| 11. | #CT-70306K – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Pass, Simplex Selective Collective, 6-stop | 1 | EA | \$ _____ | \$ _____ |
| 12. | #CT-7037-8L&M – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Pass, Duplex Selective Collective, 4-stop | 2 | EA | \$ _____ | \$ _____ |

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued....

FIRM NAME: _____

**BID RESPONSE
 BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

LOT #1 – GOVERNMENTAL CENTER COMPLEX

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE PER MONTH | TOTAL OFFER PER MONTH |
|----------|---|----------|------|----------------------|-----------------------|
| 13. | #CT-70309N – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Simplex Selective Collective, 7-stop | 1 | EA | \$ _____ | \$ _____ |
| 14. | #CT-70310P – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Simplex Selective Collective, 7-stop | 1 | EA | \$ _____ | \$ _____ |
| 15. | #T-70311Q – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Pass, Simplex Selective Collective, 6-stop | 1 | EA | \$ _____ | \$ _____ |
| 16. | #CT-70312R – Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Serv, Simplex, 7-stop | 1 | EA | \$ _____ | \$ _____ |
| 17. | #1 & #2 – Courthouse, 205 N. Dixie Hwy., WPB, Escalators CE-70296-301, Montgomery, 32" step width, 16' rise | 2 | EA | \$ _____ | \$ _____ |
| 18. | #3 & #4 – Courthouse, 205 N. Dixie Hwy., WPB, Escalators CE-70296-301, Montgomery, 32" step width, 16' rise | 2 | EA | \$ _____ | \$ _____ |
| 19. | #5 & #6 – Courthouse, 205 N. Dixie Hwy., WPB, Escalators CE-70296-301, Montgomery, 32" step width, 16' rise | 2 | EA | \$ _____ | \$ _____ |
| 20. | #S, #T, #U & #V – State Attorney/Public Defender (SA/PD) Building, 401 N. Dixie Hwy., WPB, Montgomery GRLS, Passenger, 6-stop | 4 | EA | \$ _____ | \$ _____ |
| 21. | #1 – 1916 Historic Courthouse, 300 N. Dixie Hwy., WPB, Schindler, Hydraulic, Freight, 4-stop | 1 | EA | \$ _____ | \$ _____ |
| 22. | #2 – 1916 Historic Courthouse, 300 N. Dixie Hwy., WPB, Schindler, Hydraulic, Passenger, 4-stop | 1 | EA | \$ _____ | \$ _____ |

| | | |
|--|--|---|
| TOTAL OFFER LOT #1 | | \$ _____ |
| LOT #1 TOTAL OFFER X .70 (weight factor) | | = \$ _____ (A) |
| LOT #1 HOURLY STANDARD MECHANICAL RATE FOR REPAIRS OUTSIDE THE MONTHLY SERVICE: | | \$ _____ X .25 (weight factor) = \$ _____ (B) |
| LOT #1 HOURLY STANDARD HELPER RATE FOR REPAIRS OUTSIDE THE MONTHLY SERVICE: | | \$ _____ X .05 (weight factor) = \$ _____ (C) |
| LOT #1 - TOTAL FACTORED RATES (A + B + C) = \$ _____ | | |

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued....

FIRM NAME: _____

**BID RESPONSE
 BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

LOT #2 – PALM BEACH INTERNATIONAL & NORTH COUNTY GENERAL AVIATION AIRPORTS

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE PER MONTH | TOTAL OFFER PER MONTH |
|----------|---|----------|------|----------------------|-----------------------|
| 1. | #47940 – North County Airport Lobby, North County General Aviation Airport, 11600 Aviation Blvd., Palm Beach Gardens, East Coast, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 2. | #1 - #6 – Terminal West, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Traction Passenger, 7-stop | 6 | EA | \$ _____ | \$ _____ |
| 3. | #7 - #12 – Terminal East, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Traction Passenger, 7-stop | 6 | EA | \$ _____ | \$ _____ |
| 4. | #13 – Loading Dock, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Hydraulic Freight, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 5. | #14 – Concourse A, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 6. | #15 – F.I.S., PBI, , Australian Ave. & Belvedere Road, WPB, Montgomery, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 7. | #16 – W People Tube Center, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 8. | #17 – E People Tube, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 9. | #18 - #19 – Long Term Parking West, PBI, Australian Ave. & Belvedere Road, WPB, Montgomery, Traction Passenger, 4-stop | 2 | EA | \$ _____ | \$ _____ |
| 10. | #20 – Terminal East, PBI, Australian Ave. & Belvedere Road, WPB, Minnesota Elevator Inc, Freight, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 11. | #21 - #24 Long Term Parking (East), PBI, Australian Ave. & Belvedere Road, WPB, Schindler, Traction Miconic TX R5 Passenger, 7-stop | 4 | EA | \$ _____ | \$ _____ |
| 12. | #25 – Bldg. 846 Airport Admin., PBI, Australian Ave. & Belvedere Road, WPB, ThyssenKrupp, Hydraulic Passenger, 2-stop | 1 | EA | \$ _____ | \$ _____ |

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued....

FIRM NAME: _____

**BID RESPONSE
 BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

LOT #2 – PALM BEACH INTERNATIONAL & NORTH COUNTY GENERAL AVIATION AIRPORTS

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE PER MONTH | TOTAL OFFER PER MONTH |
|----------|---|----------|------|----------------------|-----------------------|
| 13. | #26 – Bldg. 846 Airport Admin., PBI, Australian Ave. & Belvedere Road, WPB, ThyssenKrupp, Hydraulic Freight, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 14. | #27 – Concourse C, PBI, Australian Ave. & Belvedere Road, WPB, ThyssenKrupp, Hydraulic Freight, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 15. | #28 – Bldg. 1169, PBI, Australian Ave. & Belvedere Road, WPB, Esco, Hydraulic, Freight, 2-stop | 1 | EA | \$ _____ | \$ _____ |
| 16. | #A & D - PBI, Australian Ave. & Belvedere Road, WPB, Up L1 to L2, Montgomery Escalator | 2 | EA | \$ _____ | \$ _____ |
| 17. | #B & C - PBI, Australian Ave. & Belvedere Road, WPB, Down L2 to L1, Montgomery Escalator | 2 | EA | \$ _____ | \$ _____ |
| 18. | #E - PBI, Australian Ave. & Belvedere Road, WPB, West L3 to L2, Montgomery Escalator | 1 | EA | \$ _____ | \$ _____ |
| 19. | #F - PBI, Australian Ave. & Belvedere Road, WPB, West Ctr L3 to L2, Montgomery Escalator | 1 | EA | \$ _____ | \$ _____ |
| 20. | #G & K - PBI, Australian Ave. & Belvedere Road, WPB, East Ctr L2 to L3, Montgomery Escalator | 2 | EA | \$ _____ | \$ _____ |
| 21. | #H - PBI, Australian Ave. & Belvedere Road, WPB, East L3 to L2, Montgomery Escalator | 1 | EA | \$ _____ | \$ _____ |
| 22. | #I - PBI, Australian Ave. & Belvedere Road, WPB, F.I.S., Montgomery Escalator | 1 | EA | \$ _____ | \$ _____ |
| 23. | #J - PBI, Australian Ave. & Belvedere Road, WPB, Concourse A, Montgomery Escalator | 1 | EA | \$ _____ | \$ _____ |
| 24. | #L & M - PBI, Australian Ave. & Belvedere Road, WPB, Rdwy Median L3 to L2, Montgomery Escalator | 2 | EA | \$ _____ | \$ _____ |

| | | |
|--|--|---|
| TOTAL OFFER LOT #2 | | \$ _____ |
| LOT #2 TOTAL OFFER X .70 (weight factor) | | = \$ _____ (A) |
| LOT #2 HOURLY STANDARD MECHANICAL RATE FOR REPAIRS OUTSIDE THE MONTHLY SERVICE: | | \$ _____ X .25 (weight factor) = \$ _____ (B) |
| LOT #2 HOURLY STANDARD HELPER RATE FOR REPAIRS OUTSIDE THE MONTHLY SERVICE: | | \$ _____ X .05 (weight factor) = \$ _____ (C) |
| LOT #2 - TOTAL FACTORED RATES (A + B + C) = \$ _____ | | |

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued....

FIRM NAME: _____

**BID RESPONSE
 BID #16-001/MB**

ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT

****FAILURE TO COMPLETE THIS SECTION SHALL RENDER YOUR BID NON-RESPONSIVE****

- Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL ___
- Acknowledge Site Inspection was made, per Term and Condition # 9 ? YES/INITIAL ___
- Acknowledge Qualification of Bidders information is included, per Term and Condition # 10 ? YES/INITIAL ___
- Acknowledge Insurance requirements, per Term and Condition # 23 & 24 ? YES/INITIAL ___

| | |
|--|---|
| <p>* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p> <p>Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.</p> | |
| FIRM NAME: (Enter the entire legal name of the bidding entity) _____ | DATE: _____ |
| * SIGNATURE: _____ | PRINT NAME: _____ PRINT TITLE: _____ |
| ADDRESS: _____ | |
| CITY / STATE: _____ ZIP CODE: _____ | |
| TELEPHONE # () _____ TOLL FREE # () _____ | E-MAIL: _____ FAX #: () _____ |
| APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____ | |
| FEDERAL ID # _____ | |

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #16-001/MB**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #16-001/MB**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

| | |
|-----------------------------|---|
| REFERENCE NAME: | |
| ADDRESS: | |
| CONTACT NAME: | |
| CONTACT INFORMATION: | PHONE: _____ CELL PHONE: _____ FAX: _____ EMAIL: _____ |
| SCOPE OF WORK: | |
| CONTRACT DATES: | |

CERTIFICATION OF BUSINESS LOCATION
BID #16-001/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

(Signature)

(Date)

**DRUG-FREE WORKPLACE CERTIFICATION
BID #16-001/MB**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature Date

**NON-DISCRIMINATION POLICY
BID #16-001/MB**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such bidder shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

Bidder hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

Bidder hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Bidder's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County with the information set forth above, will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Company Name

Signature

Name (type or print)

Title

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

| Name, Address and Phone Number | (Check one or both Categories) | | <u>DOLLAR AMOUNT OR PERCENTAGE OF WORK</u> | | | | |
|---|--------------------------------|--------------------------|--|----------|-------|-----------|------------------------|
| | <u>M/WBE</u> | <u>SBE</u> | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| | Minority Business | Small Business | | | | | |
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| (Please use additional sheets if necessary) | | | Total | _____ | _____ | _____ | _____ |

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information is accurate to the best of my knowledge: _____
 Signature Title

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

| SBE-M/WBE SUBCONTRACTING INFORMATION | | | | | | | | SBE-M/WBE Category (check all applicable) | | | | | | |
|--------------------------------------|---------------------------------|------------------------|-----------------------------------|--|--|---|----------------------|---|--------------------|-------|----------|-------|-----------|------------------------|
| Name of SBE-M/WBE Subcontractor | SBE-M/WBE Total Contract Amount | Approved Change Orders | Revised SBE-M/WBE Contract Amount | Amount drawn for SBE-M/WBE Sub This Period | Amount drawn for SBE-M/WBE Sub to Date | Amount Paid to Date for SBE-M/WBE Subcontractor | Actual Starting Date | Minority Business (√) | Small Business (√) | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/201

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====
If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.
=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____