



Form L

October 17, 2023

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

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

TERM CONTRACT #21027B

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:

RENEWAL OF CONTRACT based on SOLICITATION #21-027/SS in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 11/1/2023 through 10/31/2024, and has an estimated dollar value of \$810,000.

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](mailto:sshea@pbcgov.org).

Sincerely,

Melody Thelwell  
Purchasing Director

c: Amanda Ray, FDO  
Megan Davis, Airports  
File

Palm Beach County  
Board of County  
Commissioners

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Maria G. Marino  
Gregg K. Weiss  
Maria Sachs  
Melissa McKinlay  
Mack Bernard



Verdenia C. Baker

Purchasing Department  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

FOR MANDATORY SITE INSPECTION INFORMATION, SEE TERM AND CONDITION #10 OF THIS SOLICITATION

**IFB SUBMISSION DATE: July 22, 2021 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**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system 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 our VSS system 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**

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

<b>IFB #21-027/SS</b>	<b>IFB TITLE: ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT</b>	
<b>PURCHASING DEPARTMENT CONTACT: Sandy Shea, Senior Buyer</b>		<b>TELEPHONE NO.: (561) 616-6824</b>
<b>FAX NO.: (561) 242-6724</b>	<b>E-MAIL ADDRESS: <a href="mailto:sshea@pbcgov.org">sshea@pbcgov.org</a></b>	

All bid responses must be received on or before July 22, 2021, 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 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 County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

#### 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. **COMMERCIAL NON-DISCRIMINATION:**

##### **Item 1: Bidder's Representations and Agreement.**

The bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the bidder retaliate against any person for reporting instances of such discrimination. The bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

##### **Item 2: Bidder's Agreement to Apply to Subcontracts**

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

- c. **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-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, 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 or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

- d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the 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 the 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.
- e. **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.
- f. **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."
- g. **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.
- h. **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 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.

- i. **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.
- j. **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 the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.
- k. **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.
- l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

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 or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.



Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if 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 shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The bidder is specifically required to:

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative / liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
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 for the duration of the contract term and following completion of the Contract, if the bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the bidder shall transfer, at no cost to the County, all public records in possession of the bidder unless notified by County's representative / liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the bidder transfers all public records to the County upon completion of the Contract, the bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the Contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the bidder must be provided to the County, upon request of the County's Custodian or the County's representative / liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS REQUEST, PALM**

**BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** 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 governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- n. **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 the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the 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 the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**

**1. SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

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 the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

**2. 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 hereof, 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 Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

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 the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

### 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 the 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. **S/M/WBE - EBO REQUIREMENTS**

**NOTE: All OEBO Program Forms, including waiver forms and good faith effort documentation are available on the OEBO website:**

<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

**Item 1 – Policy**

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**Item 2 – Application of Affirmative Procurement Initiative(s) (API)**

a. **Application of API(s)**

The API(s) approved for this solicitation, including any applicable S/M/WBE goals is/are attached.

b. **S/M/WBE Goal Waiver Request**

**NOTE: Item 2b is only applicable if an S/M/WBE Goal is applied as an API.**

**If bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation.** If a bidder requests a waiver from an API requirement from the Office of Equal Business

Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the bidder's inability to meet the goal requirement. In the event the bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

**Good Faith Efforts**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by bidder to comply with the requirements as described under the selected S/M/WBE goal. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the OEBO website:

<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>.

The OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver. The amended solicitation shall then be advertised to all prospective bidders and the bid due date extended. However, if the OEBO determines that the bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

**Documentation Required for Good Faith Efforts**

Documentation means documentation of the bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids / proposals / qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests

of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

### **Item 3 – Bid Submission Documentation**

If any subcontractors or subconsultants are utilized in performing work under the contract, bidders shall complete Schedule 1 and Schedule 2, listing the work to be performed by any subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants.

S/M/WBE bidders submitting as Prime Contractors or Consultants are advised that they shall complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce.

**Schedules 1 and 2 are to be submitted with the bid prior to the published bid submission time.**

### **Schedule 1 - List of Proposed Contractor / Consultant and Subcontractor / Subconsultant Participation**

A completed Schedule 1 submitted by the prime shall list the names of **all** Subcontractors / subconsultants intended to be used in performance of the contract, if awarded, including the total proposed percentage of S/M/WBE participation. This schedule shall also be used if an S/M/WBE Prime contractor / consultant is performing all or any portion of this contract with their work force.

### **Schedule 2 – OEBO Letter of Intent**

A completed and executed Schedule 2 is a binding document between the Prime contractor / consultant and a Subcontractor / subconsultant (or any tier) and should be treated as such. Each Schedule 2 shall be executed by the Prime contractor / consultant and by the proposed Subcontractor / subconsultant. If the Prime contractor / consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor / subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor / subconsultant on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 2. The Prime may count toward its SBE or M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime contractor / consultant submits a completed and executed Schedule 2 for each S/M/WBE.

A detailed scope of work may be attached with an executed Schedule 2.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the bidder's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a Subcontractor / subconsultant listed at the time of bid submission, the Prime must submit a, completed and executed Schedule 2 that specifies the revised scope of work to be performed by the Subcontractor / subconsultant, along with the modified price and /or percentage.

### **Item 4 – S/M/WBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at

[www.pbcgov.org/oebo](http://www.pbcgov.org/oebo) to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

### **Item 5 – Counting S/M/WBE Participation**

**NOTE: Item 5 is only applicable if an S/M/WBE Goal is applied as an API.**

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime contractor / consultant may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the County by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.
- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime contractor / consultant may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime contractor / consultant may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor / subconsultant, provided that the S/M/WBE Subcontractor / subconsultant has the responsibility for the installation of the purchased materials and equipment.
- e. The Prime contractor / consultant may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime contractor / consultant may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 for each S/M/WBE.
- g. The Prime contractor / consultant may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime contractor / consultant may only count towards the established goal the goods and services in which the S/M/WBE subcontractor / subconsultant is certified and performs with their work force.

### **Item 6 – Responsibilities After Contract Award**

#### **Schedule 3 – Subcontractor Activity Form**

The Prime Contractor shall submit a completed Schedule 3 with each invoice, or payment application when any subcontractor / subconsultant has provided services during the period in which the Prime is requesting payment. This Schedule shall contain the names of all the Prime and subcontractors / subconsultants on the project specifying the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors / subconsultants with their starting date.

#### **Schedule 4 – Subcontractor / Subconsultant Payment Certification**

A fully executed Schedule 4 shall be submitted for each Subcontractor / subconsultant after receipt of payment from the Prime contractor / consultant. The Prime contractor / consultant shall submit this Schedule with each payment application or invoice submitted to the County when the County has paid the Prime contractor / consultant on the previous payment application for services provided by a Subcontractor / subconsultant. If any Subcontractor / subconsultant intends to disburse funds associated with this payment to another Subcontractor / subconsultant for labor provided on this

contract, the amount and name of the Subcontractor / subconsultant shall be listed on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime contractor / consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime contractor / consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors / subconsultants contained on Schedules 1 and 2 and at the dollar values or percentages specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit a Schedule 3 and Schedule 4 with each payment application, when applicable. **Failure to provide these Schedules may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Schedule 3 is to be filled out by the Prime contractor / consultant and the Schedule 4 is to be executed by the Subcontractor / subconsultant to verify receipt of payment.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the successful bidder is required to input all Subcontractor / subconsultant payment information directly into the EBO payment portal/tracking system prior to submitting a payment application.

#### **Item 7 – S/M/WBE Substitutions**

After contract award, the Prime contractor / consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime contractor / consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed in their response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

All requests for modifications or substitutions shall be submitted to the County and the OEBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime contractor / consultant shall complete and submit a new executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE along with the revised dollar amount and/or percentage.

A detailed scope of work may be attached with an executed Schedule 2.

#### **Item 8 – EBO Program Compliance- Penalties**

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Bidder shall correct all noncompliance issues within fifteen (15) days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of OEBO or designee the Purchasing Director may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
  - b. Withholding of funds;
  - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
  - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed two (2) years; and
  - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- 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.
  4. 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.
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; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT 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.

**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, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, 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. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

**m. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** 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, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

**n. BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

**Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.**

Bidder's failure to meet these requirements shall render its bid response non-responsive.

#### 4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission 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. 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](http://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 a 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 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. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods / services. Invoices submitted on carbon paper shall **not** be accepted.

**PALM BEACH COUNTY  
FINANCE DEPT.  
P.O. BOX 4036  
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / 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 and to the successful bidder when making payments to its Subcontractors / subconsultants. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Successful bidders shall pay Subcontractors / subconsultants undisputed amounts within ten (10) days after County pays the successful bidder. Furthermore, the successful bidder shall send a written notice to the Subcontractors / subconsultants and the Palm Beach County Department requesting the goods/ services within five (5) days of receipt of a disputed invoice which clearly states the reasons for said dispute.

**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](mailto:pbcpaymentmgr@mypalmbeachclerk.com).

- 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.
- 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 the 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.

result of the termination.

**THIS IS THE END OF "GENERAL CONDITIONS"**

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.

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
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.
8. **E-VERIFY – EMPLOYMENT ELIGIBILITY:** Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, bidder shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the bidder's subconsultants performing the duties and obligations of this order / contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this order / contract which requires a longer retention period.

County shall terminate this order / contract if it has a good faith belief that bidder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify bidder to terminate its order / contract with the subconsultant and bidder shall immediately terminate its order / contract with the subconsultant. If County terminates this order / contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this order / contract was terminated. In the event of such order / contract termination, bidder shall also be liable for any additional costs incurred by County as a

## SPECIAL CONDITIONS

### 9. GENERAL / SPECIAL CONDITION PRECEDENCE

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

### 10. INSPECTION OF SITE(S) (MANDATORY) (LOT #1 AND LOT #2)

Bidders must visually inspect the sites where items are to be installed or services are to be performed. All bidders are required to attend both site inspections. The first site inspection for LOT #2 will be held at PBIA Terminal, 3<sup>rd</sup> Level, McCampell Conference Room on June 23, 2021 commencing at 10:00 a.m. The second site inspection for LOT #1 will be held at the Government Center Region, Main Lobby, 301 N. Olive Avenue, West Palm Beach, FL 33401 on June 24, 2021 commencing at 10:00 a.m. **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 10:10 a.m. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection.

### 11. 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 (2) 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. 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 must provide written evidence that shows that the bidder has experience with similar group supervisory control or solid state or microprocessor control systems and any proprietary systems that your company has experience working on within the past five (5) years. List contact names, addresses, telephone numbers, type of equipment/system and dates of service.
- C. The bidder must provide written evidence that shows that the bidder has been providing elevator maintenance services in the industry for a minimum of five (5) consecutive years.
- D. 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.
- E. The bidder shall provide written evidence (copies of current license/certifications) that shows that bidder's personnel/mechanics have a current Certified Elevator Technician issued by the State of Florida, Department of Business and Professional Regulation and have 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 qualifications.



- F. The bidder shall provide written evidence that shows that the bidder has a minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, 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.

**12. CRIMINAL HISTORY RECORDS CHECK – (LOT #1 GOVERNMENTAL CENTER REGION 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.

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

All individuals working at the Palm Beach International Airport (“PBIA”) must pass a Criminal History Records Check (“CHRC”). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area (“SIDA”), Sterile Area and the Air Operations Area (“AOA”), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports’ Security Office (“Airport Security Office”) will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful bidder shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement 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 with the CHRC requirements. The term “persons” includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

**14. 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, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable. 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. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid or N/A for any item, they will be considered non-responsive.

**15. 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. Any Federal or State taxes paid by the bidder to its suppliers for materials sold to Palm Beach County as a result of this bid award are not reimbursable by Palm Beach County to the bidder.

**16. 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.

**17. EMERGENCY 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.

**18. 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.

**19. 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.

**20. 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. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

**21. 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 any time 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 16 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 16 foot – 21 foot rise factor shall apply for escalator and elevator. If the elevators, escalators and wheelchairs lifts are deleted or removed from the 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.

**22. WARRANTY**

The successful bidder shall fully warrant all services furnished hereunder against defect in materials and/or workmanship for a period of ninety day (90) days for service and manufacturer warranty on material from 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, immediately upon written notice from the Director of Purchasing.

### **23. 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 or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the

County, necessary to protect and secure the work site(s) and ensure 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.

### **24. INSURANCE REQUIRED – (LOT #1 GOVERNMENTAL CENTER REGION 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 Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, 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 \$500,000 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. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. 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.

**25. 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 Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, 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 \$500,000 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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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. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. 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**  
**IFB #21-027/SS**

**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 full service term contract including inspections, preventative maintenance, and repair of elevators, escalators, and wheelchair lifts, located at the Governmental Center Region, Palm Beach International Airport (PBIA) 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 the contract necessary to provide full preventative maintenance, adjustments, replacement and repair services 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 REGION**

The Palm Beach County Governmental Center Region 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	Historic Courthouse 300 N. Dixie Hwy. West Palm Beach, FL
Main County Courthouse 205 N. Dixie Hwy. West Palm Beach, FL	Judicial Center Parking Garage 505 Banyan Blvd. West Palm Beach, FL	Governmental Center Parking Garage 215 N. Olive Ave. West Palm Beach, FL

**GOVERNMENTAL CENTER 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

**GOVERNMENTAL CENTER PARKING GARAGE ELEVATORS**

E&W	2	Mowrey, Hydraulic, Passenger	6	3500/125
WC-1	1	Garventa Xpress II, Wheelchair Lift	2	495

**JUDICIAL CENTER PARKING 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

**TOWER 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

**MAIN COUNTY 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

**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

**SUPERVISORY CONTROL, SOLID STATE OR MICROPROCESSOR CONTROL SYSTEMS AND PROPRIETARY SYSTEMS**

Below is a list of some of the systems currently installed within Lot #1, Governmental Center Region. The successful bidder shall be responsible for servicing such equipment and have the necessary tools/technology/qualified technicians/etc., required to sustain full operation and avoid any disruption in service.

- Schindler, MPR II Microprocessor, Selective Collective Operation
- Schindler 330A Microprocessor, Hydraulic Elevator
- Schindler, SWE Microprocessor Escalator
- Montgomery, Miprom 21 Microprocessor Geared and Gearless Traction Elevator
- Montgomery, Miprom 1 Microprocessor, Hydraulic Elevator
- Montgomery HR Solid State Escalator
- Kone Resolve 100 Microprocessor Gearless Traction
- Elevator Control Corp, H-800, Microprocessor, Hydraulic Elevator
- All elevators are selective collective method of operation

**LOT # 2****A. PALM BEACH INTERNATIONAL AIRPORT AND 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
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**B. PALM BEACH INTERNATIONAL AIRPORT AND NORTH COUNTY GENERAL AVIATION AIRPORT ELEVATORS**

**(Designated critical units are #14 and #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 to 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. Order repairs on an as needed basis.
- B. Provide access to the equipment.
- C. 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.
- D. Re-finish the cabs and equipment room interiors.
- E. Not use the elevator machine rooms and equipment spaces for storage.
- F. Provide and install car light bulbs, fluorescent tubes, fluorescent ballasts and starters for general car illumination, and provide the successful bidder with lamps for elevator machine rooms and pits.
- G. 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).
- H. Maintain the main safety switch providing electricity to the equipment and the power feeders running from safety switch to elevator controls.
- I. Maintain any intercom systems and/or security cameras.



- J. Report any known conditions which may indicate the need for correction before the next regularly scheduled maintenance.
- K. 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.
- L. Reserve the right to make inspections and tests when necessary to ascertain that the requirements of the 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.
- M. Reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgment, such removal is necessary to protect the County's interest.

### **SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall:

- A. Ensure that only employees having the required badge screening, perform services at County buildings and at no time shall unauthorized employees be engaged in any type of service.
- B. Notify the designated County representative upon arrival and departure of County site.
- C. Comply with the requirements of the County's security systems regarding guard service, registration of personnel and vehicles, and the use of designated entrances
- D. Be responsible for keeping all of its personnel out of areas not designated for the successful bidder's use.
- E. Post all normal safety signs, necessary lighting, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.
- F. Not use County dumpsters, trash bins, or other contracted services to dispose of debris.
- G. Maintain all equipment in first-class operating condition and comply with all current American Standard Safety codes. All elevators, escalators, 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.
- H. Abide by all existing laws, codes, rules and regulations in effect on the date of the 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.
- I. 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.
- J. 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.
- K. 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 repair, supervise, adjust and program any proprietary equipment necessary throughout the term of the contract, at no additional cost to the County.
- L. 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.
- M. Maintain vibration and noise levels within acceptable industry standards for each piece of equipment.
- N. Test and audit the equipment on an annual basis.
- O. 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.

- P. 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.
- Q. Replace all bulbs for pit lights and machine room lights as required. Bulbs shall be furnished by the County.
- R. 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.
- S. Repair or replace conductor cables, control cables and hoist way and machine room elevator wiring, as required.
- T. Periodically dismantle brake plunger assemblies, examine, clean, replace worn parts, lubricate, re-assemble, and adjust for proper operation.
- U. Shorten all ropes, as necessary, to provide continued safe operation and maintain normal traction.
- V. Maintain proper tension of car and counterweight guides against the rails.
- W. 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 the 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 the contract.
- X. Use only materials, equipment, etc., that meets all OSHA requirements in the performance of the 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.
- Y. 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.
- Z. Post out of service signs on all floors when an elevator or escalator is out of service.
- AA. Perform all code-mandated safety and buffer tests and assist the code inspector in witnessing these tests.
- BB. Program each elevator to automatically return to the first floor with total power loss.
- CC. 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.
- DD. Perform all tests including the annual no-load test in accordance with A.N.S.I., A-17 Code.
- EE. Ensure equipment meets all NFPA, and Federal safety regulations for grounding of electrical equipment.
- FF. 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).
- GG. Supply the County representative with an electronic copy of the Safety Data Sheets (SDS) for products used during the performance of the contract.
- HH. Provide support to County's Janitorial contractor to access elevator door tracks and elevator hoist ways for cleaning.
- II. In the event the engineer needs to come to the site for technical support it shall be at the successful bidder(s) expense.

#### **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 the 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 maintenance service coverage shall include the entire system described below:

- 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. HOIST WAY EQUIPMENT, including deflector sheaves, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain or cables, and hoist way 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 Center Region 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 hoist way or machine room walls and floors, car enclosures, including removable panel, door panels, car or hoist way 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 equipment.
- 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 firefighter'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 hoist way, 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.
- I. Take part in all inspections either with internal County staff or outside elevator/escalator inspectors. Inspections may need to occur after-hours or on weekends and there shall be no additional compensation to the successful bidder.

### **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, hoist way 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 firefighter'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 hoist way, 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 firefighter's 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.
- L. Take part in all inspections either with internal County staff or outside elevator/escalator inspectors. Inspections may need to occur after-hours or on weekends and there shall be no additional compensation to the successful bidder.

**NOTE: These recommendations are intended to supplement the equipment manufacturers' recommendations, not replace them. The scope of work is to include any and all manufacturer'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 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 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 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 either with internal County staff or outside elevator/escalator inspectors. Inspections may need to occur after-hours or on weekends and there shall be no additional compensation to the successful bidder.

### **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, comb plates, comb plate 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 ensure a continuous clean and maintained appearance.
- I. Take part in all inspections either with internal County staff or outside elevator/escalator inspectors. Inspections may need to occur after-hours or on weekends and there shall be no additional compensation to the successful bidder.

### **HOIST WAY WALL CLEANING (LOT #2 ONLY)**

The successful bidder shall provide all wall and door cleaning to freight elevator #13 hoist way 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 determined 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. All cleaning products along with shall be approved by the County representative prior to use. Successful bidder shall supply Safety Data Sheets (SDS) for all cleaning products to the County representative. 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, as designated by County staff, 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.

## **ANNUAL CERTIFICATE OF OPERATION INSPECTION AND FIVE (5) YEAR TESTING AND 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 five year testing and inspection service, and perform such operations as necessary for the Inspector to complete inspection at no additional charge to the County. Also, testing and inspection may need to occur outside of normal business hours and shall be 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 which 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 the 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 the 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 AND REQUIREMENTS**

The successful bidder shall perform periodic inspection and tests as required by ASME/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 approval 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: Main County Courthouse Elevators R, P, Q, K, N, A and B; Judicial Center Parking 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 p.m. – 7:00 a.m. or at the discretion of the County representative at no additional cost to the County: PBI A Elevators #14, #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 the 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.

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.

### **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, at no additional cost to the County, 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 to the designated County employees in each awarded lot, eight (8) hours of training annually in two (2) sessions. 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 equipment as specified by the manufacturer or as designated below:

#### **GOVERNMENTAL CENTER AND PARKING GARAGE**

<u>A</u> <u>Elevator</u> <u>Numbers</u>	<u>B</u> <u>Floor-to-Floor</u> <u>Time-Seconds</u>	<u>C</u> <u>Door Opening</u> <u>Time-Seconds</u>	<u>D</u> <u>Door Closing</u> <u>Time-Seconds</u>	<u>E</u> <u>Floor Accuracy</u> <u>Inches</u>	<u>F</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 PARKING GARAGE**

1- 4 and Tower As specified by manufacturer.

#### **MAIN COUNTY COURTHOUSE**

<u>A</u> <u>Elevator</u> <u>Numbers</u>	<u>B</u> <u>Floor-to-Floor</u> <u>Time-Seconds</u>	<u>C</u> <u>Door Opening</u> <u>Time-Seconds</u>	<u>D</u> <u>Door Closing</u> <u>Time-Seconds</u>	<u>E</u> <u>Floor Accuracy</u> <u>Inches</u>	<u>F</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 BUILDING**

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

#### **HISTORIC COURTHOUSE**

1- 2 As specified by manufacturer.



**PALM BEACH INTERNATIONAL AIRPORT AND NORTH COUNTY GENERAL AVIATION AIRPORT**

As specified by manufacturer.

**PERFORMANCE MEASURES (LOT #1 ONLY)**

Measure floor to floor performances between Floors 4 and 5, Main County 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 Parking Garage; Floors 2 to 3 Judicial Center Parking 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 manufacturer's 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's schedule, or the minimum permitted by code).

Door closing times are measured from start of door close until hoist way doors are fully closed (per manufacturer's 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 were not performed in accordance with the terms, conditions and specifications of the contract and/or the County deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the County.

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 shall be approved and completed within twenty-four (24) hours from successful bidder notification, unless the situation is severe, then correction would be required sooner, as agreed upon between County representative and successful bidder. If successful bidder does not correct non-performance within the specified timeframe, 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 timeframe and/or the issue involves an employee related incident and/or severity of issue.
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 may be deducted from payments made to the successful bidder and a vendor performance report may be issued.

**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 preventative 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 room noting all repairs, minor adjustments callbacks, reported trouble, problems 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 term 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 or newer and/or pdf). The program shall be capable of creating repair tickets, sending email notifications to County representative 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 ensure 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 manufacturer 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 the 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 the 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 fixed/completed within seventy-two (72) hours from notification from a designated 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 costs associated with the repairs. In addition, the County may impose non-performance measures.

## **LABOR AND MATERIALS**

The price of all labor, material, parts, and tools necessary to perform preventative inspection and maintenance services shall be included in the price offered 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 supplied at the successful bidder's cost. Supporting documentation shall be required showing actual cost of parts from the successful bidder.

**BILLABLE RATES - (FOR SERVICES NOT COVERED UNDER PREVENTATIVE MAINTENANCE)**

<b>STANDARD MECHANIC RATE:</b>	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.
<b>STANDARD HELPER RATE:</b>	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.
<b>OVERTIME RATE:</b>	Compensation shall be paid at a rate of 1.5 times the awarded standard rate for work performed between the hours of 4:00 p.m. through 7:30 a.m., Monday through Friday and weekends.
<b>HOLIDAY RATE:</b>	Compensation shall be paid at a rate of 2.0 times the awarded 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, actual time worked. Hourly rates shall include, but not be limited to, appropriately licensed personnel, supervision and quality control, labor, equipment, materials, tools, travel, fuel, mileage, shop supplies, mobilization, demobilization, insurance, and any/all incidental expenses that may arise from this service. No additional compensation shall be offered or paid.

**DEFINITIONS**

<b>STANDARD MECHANIC:</b>	A person who is licensed with the Department of Business and Professional Regulations with the State of Florida, possessing a Certified Elevator Technician license.
<b>STANDARD HELPER:</b>	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 parts 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 a.m. to 4:00 p.m., 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 rate. The cost 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 a.m. to 11:00 a.m., 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 rate. The cost 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 the contract, and provided to the County representative. Invoices shall include the following information: date of services, contract number, delivery order number, description of charges, and itemized 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 of services rendered 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 rates and materials at cost. For services that are provided in September, invoices must be submitted within five (5) days of the service being rendered to ensure funds are paid out of the correct fiscal year's appropriation of funds.

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, arrival and departure time.

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

<b>ELEVATORS</b>		
<b>MONTGOMERY CONTROLLERS</b>		
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
<b>MIPROM 21</b>		
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
<b>ALL</b>		
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

## 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

### 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

**BID RESPONSE  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

**LOT #1 – GOVERNMENTAL CENTER REGION**

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 & #W – 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, Garventa Xpress 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 – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery, GRLS Pass, Duplex, 11-stop	1	EA	\$ _____	\$ _____
9.	#CT-70314B – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery, Selective Collective, 10-stop	1	EA	\$ _____	\$ _____
10.	#CT-70315-22C-J – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRLS Pass, Group Automatic, 11-stop	8	EA	\$ _____	\$ _____
11.	#CT-70306K – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Pass, Simplex Selective Collective, 6-stop	1	EA	\$ _____	\$ _____
12.	#CT-7037-8L&M – Main 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  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

**LOT #1 – GOVERNMENTAL CENTER REGION**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE PER MONTH	TOTAL OFFER PER MONTH
13.	#CT-70309N – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Simplex Selective Collective, 7-stop	1	EA	\$ _____	\$ _____
14.	#CT-70310P – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Simplex Selective Collective, 7-stop	1	EA	\$ _____	\$ _____
15.	#T-70311Q – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Prisoner, Pass, Simplex Selective Collective, 6-stop	1	EA	\$ _____	\$ _____
16.	#CT-70312R – Main Courthouse, 205 N. Dixie Hwy., WPB, Montgomery GRD Serv, Simplex, 7-stop	1	EA	\$ _____	\$ _____
17.	#1 & #2 – Main Courthouse, 205 N. Dixie Hwy., WPB, Escalators CE-70296-301, Montgomery, 32" step width, 16' rise	2	EA	\$ _____	\$ _____
18.	#3 & #4 – Main Courthouse, 205 N. Dixie Hwy., WPB, Escalators CE-70296-301, Montgomery, 32" step width, 16' rise	2	EA	\$ _____	\$ _____
19.	#5 & #6 – Main 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 – Historic Courthouse, 300 N. Dixie Hwy., WPB, Schindler, Hydraulic, Freight, 4-stop	1	EA	\$ _____	\$ _____
22.	#2 – Historic Courthouse, 300 N. Dixie Hwy., WPB, Schindler, Hydraulic, Passenger, 4-stop	1	EA	\$ _____	\$ _____

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

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.

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

**LOT #2 – PALM BEACH INTERNATIONAL AND 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  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE PER MONTH	TOTAL OFFER PER MONTH
13.	#26 – Bldg. 846 Airport Admin., PBIA, Australian Ave. & Belvedere Road, WPB, ThyssenKrupp, Hydraulic Freight, 2-stop	1	EA	\$ _____	\$ _____
14.	#27 – Concourse C, PBIA, Australian Ave. & Belvedere Road, WPB, ThyssenKrupp, Hydraulic Freight, 2-stop	1	EA	\$ _____	\$ _____
15.	#28 – Bldg. 1169, PBIA, Australian Ave. & Belvedere Road, WPB, Esco, Hydraulic, Freight, 2-stop	1	EA	\$ _____	\$ _____
16.	#A & D - PBIA, Australian Ave. & Belvedere Road, WPB, Up L1 to L2, Montgomery Escalator	2	EA	\$ _____	\$ _____
17.	#B & C - PBIA, Australian Ave. & Belvedere Road, WPB, Down L2 to L1, Montgomery Escalator	2	EA	\$ _____	\$ _____
18.	#E - PBIA, Australian Ave. & Belvedere Road, WPB, West L3 to L2, Montgomery Escalator	1	EA	\$ _____	\$ _____
19.	#F - PBIA, Australian Ave. & Belvedere Road, WPB, West Ctr L3 to L2, Montgomery Escalator	1	EA	\$ _____	\$ _____
20.	#G & K - PBIA, Australian Ave. & Belvedere Road, WPB, East Ctr L2 to L3, Montgomery Escalator	2	EA	\$ _____	\$ _____
21.	#H - PBIA, Australian Ave. & Belvedere Road, WPB, East L3 to L2, Montgomery Escalator	1	EA	\$ _____	\$ _____
22.	#I - PBIA, Australian Ave. & Belvedere Road, WPB, F.I.S., Montgomery Escalator	1	EA	\$ _____	\$ _____
23.	#J - PBIA, Australian Ave. & Belvedere Road, WPB, Concourse A, Montgomery Escalator	1	EA	\$ _____	\$ _____
24.	#L & M - PBIA, Australian Ave. & Belvedere Road, WPB, Rdwy Median L3 to L2, Montgomery Escalator	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  
IFB #21-027/SS**

**ELEVATOR / ESCALATOR, MAINTENANCE AND REPAIR OF, TERM CONTRACT**

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

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.

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

Acknowledge Site Inspection was made, per Term #10?	YES/INITIAL _____
Acknowledge Qualification of Bidders information is included, per Term #11?	YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term # 12 &13?	YES/INITIAL _____
Acknowledge Insurance requirements, per Terms # 24 & 25?	YES/INITIAL _____

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

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.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

**Commercial Non-Discrimination Certification:**

By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

<b>FIRM NAME: (Enter the entire legal name of the bidding entity)</b>		<b>DATE:</b>	
<b>* SIGNATURE:</b> _____		<b>PRINT NAME:</b>	
		<b>PRINT TITLE:</b>	
<b>ADDRESS:</b> _____			
<b>CITY / STATE:</b> _____		<b>ZIP CODE:</b> _____	
<b>TELEPHONE #</b>	<b>EMERGENCY #</b>	<b>TOLL FREE #</b>	
<b>FAX #</b>	<b>E-MAIL:</b>		
<b>APPLICABLE LICENSE(S) NUMBER #</b>		<b>TYPE:</b>	
<b>FEDERAL ID #</b>			

## ATTACHMENT A

### AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES

The API(s) approved for this project is/are listed below.

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at: <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

This contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR IFB #21-027/SS**

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

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b>	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b>	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		<b>This contact must be informed that they are listed as a reference, and the County may be calling them.</b>
<b>CONTACT INFORMATION:</b>	<b>Phone:</b>	<b>Cell:</b>
	<b>Fax:</b>	<b>E-Mail:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

**FIRM NAME:** \_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION**  
**IFB #21-027/SS**

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  
IFB #21-027/SS**

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes 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/quotes are received from vendors who have not submitted with their bids/quotes 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/quotes.

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

Whenever two (2) or more bids/quotes 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/quote 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

**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

**Total** \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

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/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  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/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_.

The undersigned affirms they are the following (select one from each column **if applicable**):

**Column 1**

**Column 2**

**Column 3**

Male  Female  African-American/Black  Asian American  Caucasian American  Supplier  
 Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

\_\_\_\_\_  
 Print Name of Prime

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
 Authorized Signature

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR 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 Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

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

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature) (Title)

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.**

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that \_\_\_\_\_ received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_/\_\_\_\_/\_\_\_\_ for my \_\_\_\_\_ Invoice for labor and/or materials supplied  
MM DD YYYY Month

On \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/Subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_