

AMENDMENT NO. 9  
TERM CONTRACT NO. Y14-1055  
FOR  
ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE AND CORRECTIONS  
EFFECTIVE DATE: OCTOBER 1, 2020

The above contract is changed as follows:

- A. The subject contract line items increased by 30% for the month of October per Attachment 1.
- B. By mutual consent, the subject contract is hereby extended for the period of October 1, 2020 through October 31, 2020.

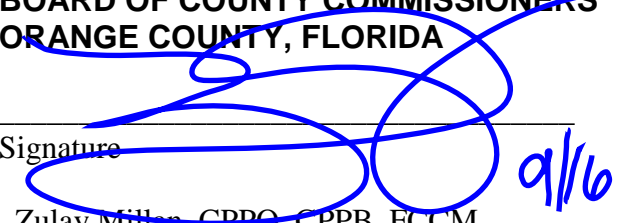
All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**THYSSENKRUPP ELEVATOR**

*Daniel J Duquenoy*  
Signature  
Daniel Duquenoy  
Printed/Typed Name  
Branch Manager  
Title  
9/14/2020  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

  
Signature  
Zulay Millan, CPPD, CPPB, FCCM  
Assistant Manager, Procurement Division  
9/16

## ATTACHMENT 1

DETAILED DESCRIPTION	UNIT OF MEASURE	NEW UNIT PRICE
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 1 Staff Transportation/Property SS#85532	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 4 Inmate Movement Transportation/Property SS#85533	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 9 Public Lobby, Public Elevator Transportation/Property SS#85534	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 8 Public Lobby Staff Transportation/Property SS#85535	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 6 Release Lobby Transportation/Property SS#85536	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 5 Inmate Movement Transportation/Property SS#85537	MO	\$ 344.80
Lot A - 33rd District - Corrections - Booking & Release Center - Elevator 1 Staff Transportation/Property SS#85538	MO	\$ 344.80
Lot B - Downtown District - Courthouse Building A - Public Defender - Elevator E16 Passenger Levels B to 5 SS#50366	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building A - Public Defender - Elevator E17 Passenger Levels 1 to 5 SS#50367	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building B - State Attorney - Elevator E18 Passenger Levels B to 5 SS#50362	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building B - State Attorney - Elevator E19 Passenger Levels 1 to 5 SS#50363	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E1 Passenger Levels B to 23 SS#50727	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E2 Passenger Levels 1 to 23 SS#50728	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E3 Passenger Levels 1 to 23 SS#50729	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E4 Passenger Levels 1 to 23 SS#50730	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E5 Passenger Levels 1 to 23 SS#50731	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E6 Passenger Levels B to 23 SS#50732	MO	\$ 851.02

Lot B - Downtown District - Courthouse Building C - Tower - Elevator E7 Passenger Levels 1 to 4 SS#50360	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E8 Passenger Levels 1 to 23 SS#50361	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E9 Judge North Levels B to 21 SS#50369	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E10 Inmate North Levels B to 21 SS#50370	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E11 Inmate South Levels B to 21 SS#50371	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E12 Judge South Levels B to 21 SS#50372	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E13 Judge North Levels 19, 21, 23 SS#50364	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E14 Judge South Levels 19, 21, 23 SS#50365	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - Elevator E15 Freight Levels B to 1 SS#50733	MO	\$ 344.80
Lot B - Downtown District - Courthouse Building E - Central Plant - Elevator E24 Elevator Pass/Freight Level B to 4 SS#50368	MO	\$ 851.02
Lot B - Downtown District - Courthouse Building C - Tower - #1 Escalator UP 1-2 SS#50354	MO	\$ 2,344.60
Lot B - Downtown District - Courthouse Building C - Tower - #2 Escalator DOWN 2-1 SS#50355	MO	\$ 2,344.60
Lot B - Downtown District - Courthouse Building C - Tower - #1 Escalator UP 2-3 SS#50356	MO	\$ 2,344.60
Lot B - Downtown District - Courthouse Building C - Tower - #2 Escalator DOWN 3-2 SS#50357	MO	\$ 2,344.60
Lot B - Downtown District - Courthouse Building C - Tower - #1 Escalator UP 3-4 SS#50358	MO	\$ 2,344.60
Lot B - Downtown District - Courthouse Building C - Tower - #2 Escalator DOWN 4-3 SS#50359	MO	\$ 2,344.60
Lot C - Labor and Materials - Mechanic - Straight Time	HR	\$ 186.19
Lot C - Labor and Materials - Mechanic - Overtime - 1.5x	HR	\$ 275.83
Lot C - Labor and Materials - Helper - Straight Time	HR	\$ 144.81
Lot C - Labor and Materials - Helper - Overtime - 1.5x	HR	\$ 144.81
Lot C - Labor and Materials - Crew - Straight Time	HR	\$ 331.01
Lot C - Labor and Materials - Crew - Overtime - 1.5x	HR	\$ 493.05

**AMENDMENT NO. 8**

**TERM CONTRACT NO. Y14-1055  
FOR  
ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE AND CORRECTIONS**

**EFFECTIVE DATE: JULY 1, 2020**

The above contract is changed as follows:

A. By mutual consent, the subject contract Scope of Services is modified as follows:

**8. PREVENTATIVE MAINTENANCE MINIMUM FREQUENCY**

At a minimum, the Contractor shall provide the following preventative maintenance frequency:

FACILITY	UNIT DESIGNATION	CONTROLLER	STATE #	UNIT TYPE	*Minimum Monthly Maintenance Hours	
					6am-6pm	6pm-6am
<b>DOWNTOWN DISTRICT</b>						
Courthouse Building C - Tower	#1 Escalator UP 1-2	O&K	50354	E	4 <del>team</del> man-hours	
Courthouse Building C - Tower	#2 Escalator DOWN 2-1	O&K	50355	E	4 <del>team</del> man-hours	
Courthouse Building C - Tower	#3 Escalator UP 2-3	O&K	50356	E	4 <del>team</del> man-hours	
Courthouse Building C - Tower	#4 Escalator DOWN 3-2	O&K	50357	E	4 <del>team</del> man-hours	
Courthouse Building C - Tower	#5 Escalator UP 3-4	O&K	50358	E	4 <del>team</del> man-hours	
Courthouse Building C - Tower	#6 Escalator DOWN 4-3	O&K	50359	E	4 <del>team</del> man-hours	

**NOTE:** The reduction in preventative maintenance hours is from team hours to man hours. There are no changes to the level of services required by the Contract.

All other prices, terms and conditions of the original contract remain the same.  
IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**THYSSENKRUPP ELEVATOR**

Signature

DANIEL J. DURVENNY  
Printed/Typed Name

BRANCH MANAGER  
Title

5/22/20  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Signature

Zulay Millan, CPPO, CPPB, FCCM  
Assistant Manager, Procurement Division

June 3, 2020

AMENDMENT NO. 7

TERM CONTRACT NO. Y14-1055  
FOR  
ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE AND CORRECTIONS

EFFECTIVE DATE: JULY 1, 2020

The above contract is changed as follows:

- A. By mutual consent, the subject contract is hereby extended for the period of July 1, 2020 through September 30, 2020.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

THYSSENKRUPP ELEVATOR

Signature

*Daniel J. Dugueny*  
Printed/Typed Name

*Branch Manager*  
Title

*5/13/2020*  
Date

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

Signature

*Zulay Millan*  
Zulay Millan, CPPO, CPPB, FCCM  
Assistant Manager, Procurement Division

*May 13, 2020*

AMENDMENT NO. 6

TERM CONTRACT NO. Y14-1055  
FOR  
ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE AND CORRECTIONS

EFFECTIVE DATE: JANUARY 1, 2020

The above contract is changed as follows:

- A. In accordance with Special Terms and Conditions, Article 16. PRICE ESCALATION/DE-ESCALATION, the contract is increased by 2.01% based on the CPI. The total estimated amount of the contract increased from \$1,006,065.70 to \$1,012,806.34, an increase of \$6,740.64.
- B. By mutual consent, the subject contract is hereby extended for the period of January 1, 2020 through June 30, 2020.

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**THYSSENKRUPP ELEVATOR**

Signature

Daniel Duquenoy  
Printed/Typed Name

Branch Manager

Title

November 5, 2019

Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Signature

Zulay Millan, CPPO, CPPB, FCCM  
Assistant Manager, Procurement Division

11/13/19

AMENDMENT NO. 5

TERM CONTRACT NO. Y14-1055  
FOR  
ELEVATOR MAINTENANCE SERVICES – OEM  
COURTHOUSE AND CORRECTIONS

EFFECTIVE DATE: JANUARY 1, 2019

The above contract is changed as follows:

- A. In accordance with Special Terms and Conditions, Article 16. PRICE ESCALATION/DE-ESCALATION, the contract is increased by 4% based on the CPI. The total estimated amount of the contract increased from \$990,012.20 to \$1,006,065.70, an increase of \$16,053.50.
- B. By mutual consent, the subject contract is hereby renewed for the period of January 1, 2019 through December 31, 2019.
- C. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Underlining indicates additions, deletions are indicated by ~~strikethrough~~.

**Modification to Amendment #2 and Amendment #3**

**Delete the following language per Amendment #2 and corresponding Master Agreement line items.**

- ~~a. Addition of Escalator Materials & Parts Reimbursement at Cost. Contractor shall supply proof of purchase from a third party supplier for escalator parts and materials. Parts and material purchases for Orange County escalators shall be reimbursed to Contractor at the price paid to the third party supplier, in the amount of \$5,000 annually.~~
- ~~b. Addition to Freight Reimbursement. Reimbursement shall be for shipping charges for parts used in escalator and elevator repairs under this contract. Freight for unused parts shall be illegible for reimbursement, in the amount of \$5,000 annually.~~

**Delete the following language per Amendment #3 and corresponding Master Agreement line item.**

~~b. Lot C – Materials & Parts Reimbursement at cost, increasing the contract by \$4,500~~

~~e. Line #40 – Parts – 10% markdown off list price.~~

~~This markdown only applies to ThyssenKrupp and Dover Equipment, which does not include software, IMS, Destination Dispatch Hardware, Destination Dispatch software, and non-OEM components. All other parts and material shall be reimbursed "at cost".~~

#### **Add Line Items**

**Lot C – Parts and Materials (10% maximum mark-up) on unit price from the manufacturer's list price for parts and materials or the unit cost from a third party supplier. Itemized proof of purchase shall be supplied to the County with invoice for reimbursement. Increase contract by \$10,000.**

**The contractor shall be required to supply the County with proof of purchase from a third party supplier with invoice submittal or manufacturer's price list. Parts for reimbursement must be approved by the County prior to purchase and installation. Parts and materials shall be reimbursed to Contractor at the unit price paid by the Contractor. Only parts and materials purchased and used in County property shall be reimbursed by the County.**

**Lot C – Unforeseen Cost - Reimbursement of taxes and approved freight paid by the Contractor on parts and materials used in County property. Supporting documentation shall be required for reimbursement and supplied with invoice to the County. The contractor shall be reimbursed at cost. Increase contract by \$4,500.**

**D.**

**Modification to Scope of Services to reduce the minimum hours for preventative maintenance. Changes to preventative maintenance hours are as follows:**

#### **8. PREVENTATIVE MAINTENANCE MINIMUM FREQUENCY**

**At a minimum, the Contractor shall provide the following preventative maintenance frequency:**



FACILITY	UNIT DESIGNATION	CONTROLLER	STATE #	UNIT TYPE	*Minimum Monthly Maintenance Hours	
					6am-6pm	6pm-6am
<b>DOWNTOWN DISTRICT</b>						
Courthouse Building A - Defender	Elevator E16 Passenger	Dover	50366	T	<u>1</u>	<u>3</u>
Courthouse Building A - Defender	Elevator E17 Passenger	Dover	50367	T	<u>3</u> <u>1</u>	-
<del>Courthouse Building A - Defender</del>	<del>Elevator E16 Passenger</del>	<del>Dover</del>	<del>50366</del>	<del>T</del>	-	<u>3</u>
<del>Courthouse Building A - Defender</del>	<del>Elevator E17 Passenger</del>	<del>Dover</del>	<del>50367</del>	<del>T</del>	<u>3</u>	-
Courthouse Building B - Attorney	Elevator E18 Passenger	Dover	50362	T	-	<u>3</u> <u>1</u>
Courthouse Building B - Attorney	Elevator E19 Passenger	Dover	50363	T	<u>3</u> <u>1</u>	-
Courthouse Building C - Tower	#1 Escalator UP 1-2	O&K	50354	E	<u>8</u> 4 team	
Courthouse Building C - Tower	#2 Escalator DOWN 2-1	O&K	50355	E	<u>8</u> 4 team	
Courthouse Building C - Tower	#3 Escalator UP 2-3	O&K	50356	E	<u>8</u> 4 team	
Courthouse Building C - Tower	#4 Escalator DOWN 3-2	O&K	50357	E	<u>8</u> 4 team	
Courthouse Building C - Tower	#5 Escalator UP 3-4	O&K	50358	E	<u>8</u> 4 team	
Courthouse Building C - Tower	#6 Escalator DOWN 4-3	O&K	50359	E	<u>8</u> 4 team	
Courthouse Building C - Tower	Elevator E1 Passenger	ThyssenKrupp	50727	T	-	<u>5</u> <u>3</u>
Courthouse Building C - Tower	Elevator E2 Passenger	ThyssenKrupp	50728	T	-	<u>5</u> <u>3</u>

Courthouse Building C - Tower	Elevator E3 Passenger	ThyssenKrupp	50729	T	-	5 3
Courthouse Building C - Tower	Elevator E4 Passenger	ThyssenKrupp	50730	T	-	5 3
Courthouse Building C - Tower	Elevator E5 Passenger	ThyssenKrupp	50731	T	-	5 3
Courthouse Building C - Tower	Elevator E6 Freight	ThyssenKrupp	50732	T	-	5 3
Courthouse Building C - Tower	Elevator E7 Passenger	Dover	50360	T	2	-
Courthouse Building C - Tower	Elevator E8 Passenger	Dover	50361	T	2	-
Courthouse Building C - Tower	Elevator E9 Judge North	Dover	50369	T	-	3
Courthouse Building C - Tower	Elevator E10 Inmate North	Dover	50370	T	-	3
Courthouse Building C - Tower	Elevator E11 Inmate South	Dover	50371	T	-	3
Courthouse Building C - Tower	Elevator E12 Judge South	Dover	50372	T	-	3 1
Courthouse Building C - Tower	Elevator E13 Judge North	Dover	50364	T	-	2 1
Courthouse Building C - Tower	Elevator E14 Judge South	Dover	50365	T	-	2 1
Courthouse Building C - Tower	Elevator E15 Freight	Dover	50733	H	-	2
Courthouse Building E - Plant	Elevator E-24 Pass/Freight	Dover	50368	T	2	-

All other prices, terms and conditions of the original contract remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ThyssenKrupp Elevator**

Signature

DANIEL J. DURVENDY  
Printed/Typed Name

BRANCH MANAGER  
Title

12/4/18  
Date

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Signature

Zulay Millan, CPPO, CPPB, FCCM  
Assistant Manager, Procurement Division

AMENDMENT NO. 4

Contract Y14-1055, Elevator Maintenance Services – OEM Courthouse and Corrections

Effective Date: January 1, 2018

The contract is changed as follows:

This amendment is to confirm that, by mutual consent, the subject contract is hereby renewed for the period of **January 1, 2018 through December 31, 2018.**

All other terms, conditions and prices of the original contract remain the same.

ThyssenKrupp Elevator

By: 

Print Name: DANIEL J. DUVENNY

Title: BRANCH MANAGER

Board of County Commissioners  
Orange County, FL

By: 

Dorothy Gordon, CPPB  
Senior Purchasing Agent

Date: 9/17/17

AMENDMENT NO. 3  
Contract Y14-1055, Elevator Maintenance Services –  
OEM Courthouse and Corrections

Effective Date: March 1, 2017

The contract is changed as follows:

- a. Deletion – Lot C, Escalator Materials & Parts Reimbursement at Cost, decreasing contract amount by \$4,500.
- b. Addition – Lot C – Materials & Parts Reimbursement at cost, increasing contract amount by \$4,500.
- c. Addition of the following language:

Line #40 – Parts – 10% markdown off list price

This markdown only applies to ThyssenKrupp and Dover equipment, which does not include software, IMS, Destination Dispatch hardware, Destination Dispatch software, and non-OEM components. All other parts and material shall be reimbursed “at cost”.

All software, IMS, Destination Dispatch hardware, Destination Dispatch software, and non-OEM components shall be invoiced to the County at cost (no markup/markdown or discounts). The Contractor shall submit a copy of the supplier’s invoice for all purchases. Supplier’s invoice shall detail the unit cost for all items.

- d. This amendment does not change the total contract amount of \$990,012.20.

All other terms, conditions and prices of the original contract remain the same.

ThyssenKrupp Elevator

By: 

Print Name: Ms. G. Martelli

Name and Title: District Vice President

Board of County Commissioners  
Orange County, FL

By: 

Zulay Millan, CPPO, CPPB, FCCM  
Administrator, Procurement Division

Date: 3/3/17

AMENDMENT NO. 2  
Contract Y14-1055, Elevator Maintenance Services –  
OEM Courthouse and Corrections

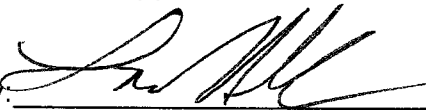
Effective Date: July 1, 2016

The contract is changed as follows:

- a. Addition of Escalator Materials & Parts Reimbursement at Cost. Contractor shall supply proof of purchase from a third party supplier for escalator parts and materials. Parts and material purchases for Orange County escalators shall be reimbursed to Contractor at the price paid to the third party supplier, in the amount of \$5,000 annually.
- b. Addition to Freight Reimbursement. Reimbursement shall be for shipping charges for parts used in escalator and elevator repairs under this contract. Freight for unused parts shall be illegible for reimbursement, in the amount of \$5,000 annually.
- c. This amendment increases the contract amount from \$980,012.20 to \$990,012.20, an increase of \$10,000.

All other terms, conditions and prices of the original contract remain the same.


ThyssenKrupp Elevator

By: 

Print Name: Lamar Hobbs

Name and Title: Branch Manager

Board of County Commissioners  
Orange County, FL

By:   
Carrie Woodell, MPA, CPPO, CFCM, C.P.M.  
Manager, Procurement Division

Date: 7-19-16

AMENDMENT NO. 1  
Contract Y14-1055, Elevator Maintenance Services –  
OEM Courthouse and Corrections

Effective Date: July 1, 2015

The contract is changed as follows:

- a. Update to Preventative Maintenance Language to include:

Scope of Services, Item 8, Preventative Maintenance Minimum Frequency

The hours noted in the Preventative Maintenance Minimum Frequency table is the minimum time required to perform the services outlined in this Contract. Additional time may be required depending on the equipment being serviced. Should additional time be required to ensure compliance with the Contract, the Contractor shall provide additional time at no additional cost to the County. Preventative Maintenance shall be invoiced according to the bid proposal form. There is no overtime for preventative maintenance performed during non-standard hours. Preventative maintenance does not include travel time, repair time or time on call-back services. Only properly documented onsite time will be compensated.

Preventative maintenance otherwise scheduled after hours may be performed during normal hours on County holidays with mutual agreement between the County representative and Contractor.

Orange County Legal Holidays when most County buildings will be closed to the public are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day and the Friday after Thanksgiving Day
7. Christmas Eve and Christmas Day

In addition to Orange County Holidays, the Ninth Judicial Circuit Court and the Clerk of Court also observe the following:

1. Good Friday
2. Rosh Hashanah
3. Yom Kippur
4. Veterans Day

- b. Addition to Preventative Maintenance Language to include:


Modernization Language

The County may choose to modernize all or a portion of vertical transportation units during the term of this contract. Modernization is defined as replacement of elevator motion and supervisory control systems. The County reserves the right to request proposals from multiple Contractors to perform these services. If the Contractor is considered in compliance with terms of this contract, the County may choose to provide the Contractor with the opportunity to submit a proposal. If the Contractor is not selected to perform the modernization of existing equipment, the Contractor may not be obligated to perform services outlined in this contract for the selected equipment. Upon written notice by the County to Contractor, services shall be suspended until after the completion of the modernization and expiration of the modernization warranty period. The Contractor will resume services to the vertical transportation units at the expiration of the modernization warranty period or upon receiving written notice from the County. The County reserves the right to remove the modernized units indefinitely from the service agreement with the existing service contract should it believe the newly modernized units are best serviced by an alternate contractor.

If Contract is cancelled, Contractor agrees to take action reasonable necessary to cause an orderly cessation and transition of services to the County or another Contractor designated by County without detriment to rights of County or to continued operation of property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. The Contractor shall immediately deliver to County all materials and documentation related to and required to facilitate services required by this contract, including but not limited to all reports, records, as-build wiring diagrams, portable electronic diagnostic devices, and access codes. No payment shall be made to the Contractor until the Count is in receipt of all required information and devices.

All other terms, conditions and prices of the original contract remain the same.

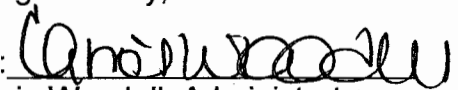
ThyssenKrupp Elevator

By: 

Print Name: Lamar Hobbs

Name and Title: Branch Manager

Board of County Commissioners  
Orange County, FL

By:   
Carrie Woodell, Administrator  
Procurement Division

Date: 7-21-15

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
Procurement Division/Administrator





**PURCHASING AND CONTRACTS DIVISION**

**JOHNNY M. RICHARDSON, CPPO, CFCM, Manager**

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32801-1393  
407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

**TERM CONTRACT NO.Y14-1055  
ELEVATOR MAINTENANCE SERVICES –  
OEM COURTHOUSE AND CORRECTIONS**

TO: ThyssenKrupp Elevator  
4317 35<sup>th</sup> Street  
Orlando, Florida 32811

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

**TERMS AND CONDITIONS**

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y14-1055-DG, Elevator Maintenance Services – OEM Courthouse and Corrections - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **January 1, 2015**, and shall remain in effect through **December 31, 2017**. The estimated contract award for this period is \$980,012.20.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:
- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
  - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

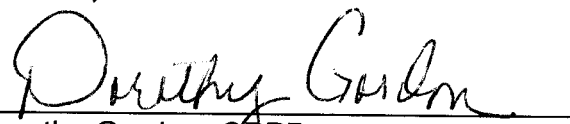
- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Facilities Management  
Fiscal Office – Internal Operations Centre II  
400 E. South Street  
Orlando, Florida 32801  
Phone (407) 836-7478

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

BY:   
Dorothy Gordon, CPPB  
Procurement Division

DATE: 11-10-14

June 3, 2014

**IFB Y14-1055-DG**

**ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE AND  
CORRECTIONS**

**ADDENDUM NO. 1**

This addendum is hereby incorporated into the bid documents of the solicitation referenced above. The following items are clarifications to the original document.

1. **QUESTION:** There is a discrepancy between the unit count on pages 31-32 and the bid response form on pages 46-48. Page 31 has two units that are duplicated (Courthouse Building A Defender). Additional there are a total of six additional units (Courthouse B – Attorney Elevator E19 through Courthouse C Tower Escalator #6) that are not listed on the Bid Response Form. Please confirm and advise.

**ANSWER:** The units with State Serial Number 50354, 50355, 50356, 50357, 50358 and 50359 were inadvertently left off the Bid Response Form. The units with State Serial Numbers 50366 and 50367 were duplicated in error and have been removed. Please see revised Pages 46A through 48A.

2. **QUESTION:** Please advise the projected start date for contract.

**ANSWER:** The projected start date for contract would be approximately 1/1/15.

3. **QUESTION:** In order to offer the County a possible savings opportunity, can we offer a third lump sum price that would be applicable if both contracts were awarded to the same vendor?

**ANSWER:** If bidder has the ability to bid on both contracts, they must do so on the Bid Response Forms included in bid.

4. **QUESTION:** Section 11, Specifications, Elevator Preventative Maintenance Work, Materials, Compliance and Documentation, Coordination of Work, Subsection M, states "No consideration shall be given in regard to obsolescence of systems, materials, or parts." In certain cases where a particular manufacturer no longer exists, such as Delta, parts are simply no longer available for replacement. In some of these cases (e.g., if a board cannot be replace or repaired), the only course of action to repair the elevator controller would be to perform a modernization. This creates a substantial liability for the contractor if it must be done at their expense. Can you please clarify how circumstances such as these will be addressed?

**ANSWER:** The County will address each circumstance on an individual basis should a Contractor claim an elevator controller component(s) can no longer be repaired, rebuilt, reproduced or replaced with a newer version without performing an elevator modernization.

Should an elevator modernization be required to return the elevator to service, the Contractor will not be required to perform such services at no additional cost to the County. The Contractor shall inform the County as soon as possible in the event during preventative maintenance it is determined such conditions are present so the County can plan proactively before a failure that would require a modernization.

5. All bidders interested in the inspection of all elevators, please see attached list for dates of the scheduled Inspection of elevators.
6. Remove pages 46 through 48 and replace with pages 46A through 48A.

All other terms and conditions remain unchanged.

**ACKNOWLEDGEMENT OF ADDENDA**

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid or proposal.
- b. Receipt acknowledged by:

  
\_\_\_\_\_

Authorized Signer

*Branch Manager*  
\_\_\_\_\_

Title

*ThyssenKrupp Elevator*  
\_\_\_\_\_

Name of Bidder

*June 16, 2014*  
\_\_\_\_\_

Date Signed

Issue Date: May 16, 2014

**INVITATION FOR BIDS #Y14-1055-DG**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**ELEVATOR MAINTENANCE SERVICES – OEM COURTHOUSE  
AND CORRECTIONS  
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, June 17, 2014**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

A **Non-Mandatory Pre-Bid Conference** will be held on **Friday, May 30, 2014, 2:00 PM**, at **Orange County Facilities Training Room, 2010 E. Michigan Street, Orlando, Florida 32806**. Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CFCM  
Manager, Procurement Division

**NOTICE TO BIDDERS**

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Dorothy Gordon, Senior Purchasing Agent at [Dorothy.Gordon@ocfl.net](mailto:Dorothy.Gordon@ocfl.net).

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## GENERAL TERMS AND CONDITIONS

### 1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Procurement Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

**Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Procurement Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

**The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

**2. FEDERAL AND STATE TAX**

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Procurement Division Manager will sign an exemption certificate submitted by the Contractor. Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

**3. ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Procurement Division Manager, has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

**4. NO BID**

Where more than one item is listed, any items not bid upon must be indicated "NO BID".

**5. CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.



**6. LEGAL REQUIREMENTS**

All applicable Federal and State laws, Municipal and County ordinances, 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.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

**7. MISTAKES**

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

**8. AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

**9. EEO STATEMENT**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

**10. BID TABULATION AND RESULTS**

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>, or until notice of intended action, whichever is sooner.

**11. BID FORMS**

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

**12. FLORIDA PREFERENCE**

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such a state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

**13. RECIPROCAL PREFERENCE**

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

#### 14. **POSTING OF RECOMMENDED AWARD AND PROTESTS**

The recommended award will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**  
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**  
[http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County\\_Admin/docs/CodeCH17-313.pdf](http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf)

Failure to file a protest with the Procurement Division Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

#### 15. **BID AND RELATED COSTS**

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

#### 16. **CONTRACTUAL AGREEMENT**

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**17. PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

**18. DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form, attached hereto, shall be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid.** Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.

**19. SUBCONTRACTING**

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

**20. CONFLICT OF INTEREST FORM**

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

**21. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation.

The Bidder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal, or response to an Orange County solicitation. No contract award shall be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

**22. SUBMISSION OF BID**

The bid must be mailed or hand delivered in a sealed envelope to:

**ORANGE COUNTY PROCUREMENT DIVISION**  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

**Bidders must indicate on the sealed envelope the following:**

- A. **Invitation for Bids Number**
- B. **Hour and Date of Opening**
- C. **Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

**23. COPIES**

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

**24. PROPRIETARY/RESTRICTIVE SPECIFICATIONS**

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, he/she is urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

**25. ASSISTANCE WITH SPECIFICATIONS**

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

**26. PAYMENT TERMS/DISCOUNTS**

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

**27. PATENTS AND ROYALTIES**

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**28. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

**29. CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

**30. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**31. SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

**32. PRICING/AUDIT**

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

**33. EMPLOYEES OF THE CONTRACTOR**

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

**34. TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**35. CONTRACT CLAIMS**

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor..”

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Procurement Division Manager’s decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Procurement Division Manager.



**36. VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, contained in this solicitation.

**37. CONFIDENTIAL INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. Proposers must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

## **SPECIAL TERMS AND CONDITIONS**

### **1. PRE-BID CONFERENCE**

All interested parties are invited to attend a **Non-Mandatory Pre-bid Conference** on **Friday, May 30, 2014**, commencing at **2:00 PM** and located at **Orange County Facilities Training Room, 2010 E. Michigan Street, Orlando, Florida 32806**.

At that time, the County's representative shall be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

### **2. INSPECTION OF FACILITIES/AREAS**

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Arrangement for Bidder's inspection of facilities and/or activity schedules may be secured from **Colleen Puglisi**, by telephone **(407) 836-6539**. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

### **3. QUALIFICATION OF BIDDERS/PERSONNEL**

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The bidder shall submit the following information with his bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the attached reference sheets. A minimum of three (3) commercial references shall be provided.
- B. List of equipment and facilities available to do the work.
- C. List of personnel, by name and title, contemplated to perform the work. Resumes shall be provided for management and service personnel.
- D. Submit proof, in the form of an occupational license or any other incorporation document that demonstrates that the company has been in business a minimum of five (5) years.
- E. Submit proof the bidder has a minimum of five (5) years of similar commercial experience in the preventative maintenance and repairs of elevators, escalators, chairlifts, and dumbwaiters.

- F. Submit a written statement attesting that a minimum of thirty percent (30%) of the bidder's business is in the maintenance and repair of elevators, as opposed to the installation of elevators.
- G. By submittal of a bid, the bidder agrees that the County shall make the sole determination as to whether or not sufficient experience and expertise exist and the bidder's protocol is sufficient to achieve the desired results.

**Failure to submit the above requested information may be cause for rejection of your bid.**

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

**4. LICENSES AND PERMITS**

Prior to furnishing the requested services, the Contractor shall obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Procurement Division Manager or authorized designee.

**5. BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his bid.

**6. AWARD**

Award shall be made on an "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder.

**7. POST AWARD MEETING**

Within **ten (10)** days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

**8. PERFORMANCE**

**Timely performance is of the essence in the award of this Invitation for Bids.** Performance shall be as specified from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within two (2) calendar days from the beginning of such delay, notify the Procurement Division Manager in writing of the cause(s) of the delay.

## **9. TERMINATION**

### **A. Termination for Default:**

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Procurement Division Manager, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. Termination for Convenience:**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**10. PAYMENT**

Partial payments for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Facilities Management  
Fiscal Office – Internal Operations Centre II  
400 E. South Street  
Orlando, Florida 32801  
Phone (407) 836-7478

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

**11. WARRANTY**

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **one (1) year** from date of delivery/acceptance by Orange County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

## **12. SAFETY AND PROTECTION OF PROPERTY**

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - o Occupational Safety and Health Act (OSHA)
  - o National Institute for Occupational Safety & Health (NIOSH)
  - o National Fire Protection Association (NFPA)
  - o American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement/SafetyandHealthManual.aspx>

## **13. INSURANCE REQUIREMENTS**

Contractor shall maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

The Contractor shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

***(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

- A. Workers' Compensation - The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 shall be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
- B. Commercial General Liability - The Contractor shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The County uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff will notify the Contractor to request updated insurance certificate(s) and endorsement(s). The Contractor agrees that should a valid Insurance Certification be on file with Ebix, this contract will be added to that certification.

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Contractor's most recent annual report or audited financial statement.

For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor shall purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this contract, Contractor shall provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Contractor agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

**Any request for an exception to these insurance requirements shall be submitted in writing to the County for approval.**

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Contractor shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Attn: Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801



**14. CONTRACT TERM/RENEWAL**

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

**15. PRICING**

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with quoted pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

**16. PRICE ESCALATION/DE-ESCALATION**

The County will allow a price escalation provision within this award.

The original bid prices shall be firm for a minimum 1-year period. A price escalation/de-escalation will be considered 1 year after the beginning of the initial award period and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date of the price escalation/de-escalation. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made.

For example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Procurement Division and shall be accomplished by written amendment to this contract.

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any and/or all options as stated herein.

**17. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**18. BID PREFERENCE**

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000
- B. 7% - Bids Greater Than \$100,000 to \$500,000
- C. 6% - Bids Greater Than \$500,000 to \$750,000
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% - Bids Greater Than \$5,000,000

**19. CHANGES - SERVICE CONTRACTS**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.

B. Time of Performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**20. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**21. REFERENCES**

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

**22. REQUIREMENTS CONTRACT**

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order

providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. Also, if the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

**Moreover, if the Manager of Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.**

**23. QUESTIONS REGARDING THIS SOLICITATION**

All questions or concerns regarding this Invitation for Bids shall be submitted in writing, by email to [Dorothy.Gordon@ocfl.net](mailto:Dorothy.Gordon@ocfl.net) or mailed to the Procurement Division, Internal Operations Centre II, 400 E. South Street, Orlando, FL 32801, no later than 5:00 PM Wednesday, June 11, 2014 to the attention of Dorothy Gordon, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager of the Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

## SCOPE OF SERVICES

### 1. GENERAL

The Orange County Facilities Management Division is responsible for ensuring the proper maintenance and operation of elevators, escalators, chairlifts, and dumbwaiters at County facilities. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Contract or reasonably inferred whether or not expressly stated herein. Contractor shall be the Original Equipment Manufacturer of the facilities equipment covered under this Contract.

A. Hours of Performance:

1. Standard Hours: Standard working hours are Monday through Friday, 6:00 AM to 6:00 PM, excluding Orange County holidays.
2. Non-Standard Hours: Non-Standard working hours are other than Monday through Friday, 6:00 AM to 6:00 PM, weekends, and Orange County holidays. The Contractor must provide a 24-hour point of contact for Non-Standard working hours.

B. The Contractor shall maintain sole responsibility for the actions of its employees and subcontractors.

C. All personnel provided by the Contractor, whether employees of the Contractor or Sub-contractors, shall be competent, experienced, courteous, properly dressed with shirt displaying the company name/logo, photo ID badge and skilled in the preventative maintenance and repair of elevators, escalators, chairlifts, and dumbwaiters. The Contractor shall ensure that all employees prominently wear the ID badge on the front of their uniform at all times when on County property. Contractor's personnel shall wear appropriate safety shoes during the performance of services under this contract.

D. The Contractor shall identify a lead person or supervisor with whom the County's Representative may consult regarding contract performance.

E. All maintenance personnel, including subcontractors, shall identify themselves at the appropriate administrative office upon arrival on site and prior to beginning work and upon completion of work and leaving site.

F. Travel/Mileage:

The Contractor shall be responsible for all of its travel and per diem costs to and from the various County facilities. Travel time shall not be included when quoting or invoicing for as-needed or emergency repairs and will not be compensated by the County under any circumstances.

G. Maintenance Control Program (MCP):

The Contractor shall submit a written Maintenance Control Program (MCP) specifically designed for each property defining planned preventive maintenance procedures and services to be performed under this Contract. Routine maintenance procedures shall include any unique or product specific procedures or methods required to inspect or test the equipment. The MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. When accepted by County, Contractor's Maintenance Control Program (MCP) shall become **Appendix A** to this Agreement.

**2. SAFETY**

- A. The Contractor shall prepare and maintain a Safety Plan to ensure that work performed herein conforms to contract requirements. The Contractor's Safety Plan shall be available upon request from the County Representative for review.
- B. The Contractor shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, hearing protection, safety shoes, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.
- C. All equipment used in the performance of these services shall be properly maintained and shall be subject to inspection by the County upon demand. Any equipment deemed faulty, inoperable, unsafe or improper for its intended purpose shall be removed from the County's premises.
- D. Any damage to County facilities or property due to the services performed by the Contractor shall be the responsibility of the Contractor.

**3. PERFORMANCE**

- A. Maintenance work shall be scheduled to provide the least inconvenience to building occupants and visitors.
- B. All workmanship shall meet the standards specified herein, and shall be accomplished in accordance with approved and accepted standards of the; (1) industry, (2) equipment manufacturer, (3) applicable Federal and local standards and codes, and (4) applicable building and safety codes.
- C. When the Contractor completes work on any piece of equipment included in this contract, that equipment shall be free of missing components or defects which would prevent it from functioning as originally intended and/or designed. Corrective or repair/replacement work shall be carried to completion, including operational checks and cleanup of the work site.

#### 4. SECURITY AND IDENTIFICATION

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, E-Verify system records (if the Contractor uses this service as a means to determine employment eligibility, available through [www.uscis.gov](http://www.uscis.gov)), training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background Checks for the Contractor's staff shall be approved by the County prior to working in any County facility. Contractors shall obtain the necessary forms for background checks as follows:
1. For all Contractor's staff that will be working at the Courthouse Complex or Courthouse related facilities, including the Juvenile Justice Center, Sheriff's Central Complex or any Sheriff related facility- request forms from the Facilities Management Security District via e-mail from [Bruce.Heffelbower@ocfl.net](mailto:Bruce.Heffelbower@ocfl.net) or [Steve.Urena@ocfl.net](mailto:Steve.Urena@ocfl.net).
  2. For all Contractor's staff that will be working at Corrections or a Correction related facilities - request forms via e-mail from [Sarah.Benson@ocfl.net](mailto:Sarah.Benson@ocfl.net) and [MichaelJeffrey.Adkins@ocfl.net](mailto:MichaelJeffrey.Adkins@ocfl.net).
  3. For all Contractor's staff that will be working at other Orange County facilities - submit a completed FDLE form found at [www.fdle.state.fl.us/](http://www.fdle.state.fl.us/) (there is a cost to the contractor) via e-mail to [Bruce.Heffelbower@ocfl.net](mailto:Bruce.Heffelbower@ocfl.net) for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email shall contain the following: \*\*\*EXEMPT\*\*\*

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by Contractor, sample form in contract documents) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. Contractor personnel assigned to, or working within the State Attorney's Office at the Orange County Courthouse or the Juvenile Justice Center shall be required to complete the following minimum screening procedures:

A State of residency and national fingerprint-based record check shall be conducted for all contract personnel and rechecked every two years for employees who have direct access to the State Attorney's building. Access to the State Attorney's building or Juvenile Justice will be denied until said record check is performed and approved by the State Attorney or Orange County Sheriff's representative assigned to review such records.

1. All requests for access shall be made as specified by the State Attorney or Orange County Sheriff's Office.
2. Prior to granting access to the State Attorney's building or Juvenile Justice, all Contractor employees shall be subject to verification of identification via a state of residency and national fingerprint-based record check. If the employee resides in a different state other than Florida, the employee's verification shall be conducted using the state of their residency's and national fingerprint-based record check and execute a NLETS CHRI IQ/FQ/AQ query using purpose code C, E, or J, depending on the circumstances.
3. If a record of any kind is found, the State Attorney and Sheriff Office shall be formally notified, and building access for that employee shall be delayed pending review of the criminal history record information. The Contractor shall be notified as to the pending delay.
4. When identification of an employee with a criminal history has been established by fingerprint comparison, said criminal history will be reviewed by the State Attorney or Sheriff's Office to determine whether the employee will be granted access.
5. A Contractor employee found to have a criminal record consisting of felony conviction(s) will be disqualified, and denied access to the State Attorney's building.
6. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee.
7. The State Attorney or Sheriff's Office will maintain a list of Contractor personnel who have been authorized access to the State Attorney's building and the Juvenile Justice Center.
8. A Contractor's employee with a record of misdemeanor offense(s) may be granted access the State Attorney's building or Juvenile Justice if it is determined that the nature or severity of the misdemeanor offense(s) do not warrant disqualification.

The decision of the State Attorney or Sheriff's Office shall be final.

- D. Contractor's employees will not be allowed to work in Orange County facilities without completed and approved background investigations.



- E. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination or transfer and return said employee's Orange County photo I.D. badge to the Facilities Management Division Contract Administrator within thirty (30) days of termination or transfer.
- F. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's Representative within twenty four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- G. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
- H. The Contractor shall not use employees of any temporary help-type employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
- I. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.
- J. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.
- K. The Contractor shall ensure all employees prominently wear the I.D. badge on the front of his or her uniform at all times while on County premises.
- L. Access to a site must be coordinated through the County's Representative.
- M. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Orange County photo I.D. badge will be inventoried by the Facilities Management Division Contract Administrator.

At that time, the Contractor will be advised of any missing I.D. badges. If any I.D. badges are missing, the Contractor will be charged a \$25.00 fee per each missing I.D. badge.

## **5. SPECIAL CONDITIONS FOR WORKING AT THE CORRECTIONS COMPLEX**

The following are specific conditions and rules that shall be followed while providing services at the Corrections Complex.

- A. All Contractor employees shall carry a valid ID at all times.
- B. The Contractor shall provide a list of all employees that will be working inside any jail. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any jail if they are on active probation, home confinement, parole, or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs or theft. The Contractor employee list shall include:
  - 1. Employee's Full name
  - 2. Employee's date of birth
  - 3. Employee's Race/Sex
  - 4. Employee's Social Security Number
  - 5. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at Corrections. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY JAIL PROJECT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while on the Corrections compound. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member, and they will contact 911.
- G. The Contractor's employees shall follow direction of the escort officer at all times.
- H. The Contractor's employees shall not bring tobacco or tobacco products inside any jail or on top of any roof or within any jail fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for.
- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in the compound.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the project, unless otherwise permitted during a project by Corrections.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

## **6. PARKING**

The County will identify locations where Contractor vehicle parking is available. If there is a cost associated with parking, those costs shall be paid by the Contractor or Contractor's employee. Orange County will not be responsible for any damage to Contractor or Contractor's employees' vehicles while parked on Orange County property. Vehicles towed from Orange County property will be at the expense of the Contractor or Contractor's employee. Contractor and Contractor's employee vehicles shall be properly identified.

## **7. MANDATORY MEETINGS FOR MANAGEMENT OF CONTRACT**

For the purpose of managing this Contract and ensuring all services are being rendered and problems are being resolved in a timely manner, the Contractor shall attend meetings with each designated District and or Building Managers and County's Elevator Consultant as outlined below. The Contractor shall be prepared and qualified to discuss maintenance time, service call history, inspection scheduling, inspection report violation remedy status and invoicing. The date of next future meeting shall be an agenda item at each meeting.

<b><u>DISTRICT</u></b>	<b><u>MINIMUM FREQUENCY</u></b>	<b><u>MEETING LOCATION *</u></b>
Downtown	Monthly	435 N. Orange Ave., Orlando, FL 32801
33 <sup>rd</sup>	Monthly	3723 B Vision Blvd., Orlando, FL 32839
ALL	Within 5 days after Code Inspection	

\*Locations and Frequency subject to change.

Failure of the Contractor to attend these regularly scheduled meetings will result in a stop payment for services until such meeting(s) occur as these meetings are a binding service requirement fulfillment as part of this Contract.

**8. PREVENTATIVE MAINTENANCE MINIMUM FREQUENCY**

At a minimum, the Contractor shall provide the following preventative maintenance frequency:

FACILITY	UNIT DESIGNATION	CONTROLLER	STATE #	UNIT TYPE	*Minimum Monthly Maintenance Hours	
					6am-6pm	6pm-6am
<b>33rd DISTRICT</b>						
Corrections - B&R	Elevator 1 Staff	ThyssenKrupp	85532	H	2	-
Corrections - B&R	Elevator 3 Loading Dock	ThyssenKrupp	85538	H	2	-
Corrections - B&R	Elevator 4 Inmate Movement	ThyssenKrupp	85533	H	2	-
Corrections - B&R	Elevator 5 Inmate Movement	ThyssenKrupp	85537	H	2	-
Corrections - B&R	Elevator 6 Release Lobby	ThyssenKrupp	85536	H	2	-
Corrections - B&R	Elevator 8 Staff	ThyssenKrupp	85535	H	1	-
Corrections - B&R	Elevator 9 Public	ThyssenKrupp	85534	H	1	-
<b>DOWNTOWN DISTRICT</b>						
Courthouse Building A - Defender	Elevator E16 Passenger	Dover	50366	T	-	3
Courthouse Building A - Defender	Elevator E17 Passenger	Dover	50367	T	3	-
Courthouse Building A - Defender	Elevator E16 Passenger	Dover	50366	T	-	3
Courthouse Building A - Defender	Elevator E17 Passenger	Dover	50367	T	3	-
Courthouse Building B - Attorney	Elevator E18 Passenger	Dover	50362	T	-	3
Courthouse Building B - Attorney	Elevator E19 Passenger	Dover	50363	T	3	-
Courthouse Building C - Tower	#1 Escalator UP 1-2	O&K	50354	E	8 team	
Courthouse Building C - Tower	#2 Escalator DOWN 2-1	O&K	50355	E	8 team	

FACILITY	UNIT DESIGNATION	CONTROLLER	STATE #	UNIT TYPE	*Minimum Monthly Maintenance Hours	
					6am-6pm	6pm-6am
<b>DOWNTOWN DISTRICT</b>						
Courthouse Building C - Tower	#3 Escalator UP 2-3	O&K	50356	E	8 team	
Courthouse Building C - Tower	#4 Escalator DOWN 3-2	O&K	50357	E	8 team	
Courthouse Building C - Tower	#5 Escalator UP 3-4	O&K	50358	E	8 team	
Courthouse Building C - Tower	#6 Escalator DOWN 4-3	O&K	50359	E	8 team	
Courthouse Building C - Tower	Elevator E1 Passenger	ThyssenKrupp	50727	T	-	5
Courthouse Building C - Tower	Elevator E2 Passenger	ThyssenKrupp	50728	T	-	5
Courthouse Building C - Tower	Elevator E3 Passenger	ThyssenKrupp	50729	T	-	5
Courthouse Building C - Tower	Elevator E4 Passenger	ThyssenKrupp	50730	T	-	5
Courthouse Building C - Tower	Elevator E5 Passenger	ThyssenKrupp	50731	T	-	5
Courthouse Building C - Tower	Elevator E6 Freight	ThyssenKrupp	50732	T	-	5
Courthouse Building C - Tower	Elevator E7 Passenger	Dover	50360	T	2	-
Courthouse Building C - Tower	Elevator E8 Passenger	Dover	50361	T	2	-
Courthouse Building C - Tower	Elevator E9 Judge North	Dover	50369	T	-	3
Courthouse Building C - Tower	Elevator E10 Inmate North	Dover	50370	T	-	3
Courthouse Building C - Tower	Elevator E11 Inmate South	Dover	50371	T	-	3
Courthouse Building C - Tower	Elevator E12 Judge South	Dover	50372	T	-	3
Courthouse Building C - Tower	Elevator E13 Judge North	Dover	50364	T	-	2
Courthouse Building C - Tower	Elevator E14 Judge South	Dover	50365	T	-	2
Courthouse Building C - Tower	Elevator E15 Freight	Dover	50733	H	-	2
Courthouse Building E - Plant	Elevator E-24 Pass/Freight	Dover	50368	T	2	-

T – Traction; H–Hydraulic; E-Escalator

\*The minimum time noted is not intended to dictate the actual amount of time required to perform the services outlined in this Contract. Should additional time be required to ensure compliance with the Contract, the Contractor shall provide additional time at no additional cost to the County. Preventative maintenance does NOT include travel time, repair time or time on call-back services. ONLY PROPERLY DOCUMENTED ONSITE TIME WILL BE COMPENSATED.

Failure by the Contractor to provide this dedicated preventative maintenance time or failure to provide time ticket documentation will be grounds to either terminate this Contract or impose penalties noted herein. Contractor shall provide written documentation at each site on a monthly basis, signed by designated facility personnel, demonstrating that the preventative maintenance time was spent on each unit. No signed documentation, no payment.

The Contractor shall provide written documentation for any components that have become obsolete so the County may implement a plan of action for such components and respective elevators before the component(s) fail.

Failure to comply with this Section for performance minimum hourly preventative maintenance will result in the no payment by the County of the Contractor's invoice for that month in which the failure occurred.

**9. COORDINATION OF WORK**

The Contractor shall follow the directives of County with respect to scheduling services and any deliveries hereunder. The Contractor shall designate one of its qualified personnel to manage the scheduling for both preventative maintenance and testing requirements. This individual shall be in regular communication with the County and its representatives to ensure the below scheduling is done timely and accurately.

1. **Preventative Maintenance or Scheduled Repairs:** No less than seven (7) days prior to the following month, a schedule of preventative maintenance shall be submitted to the designated Maintenance District Representative and/or Building Manager(s) via email for review with approval or requests for change(s) returned by the 1<sup>st</sup> of that new month.
2. **Code Testing/Inspections:** Contractor shall contact the County's Certified Elevator Inspection Company in advance to develop a schedule for the County's review of code inspections no less than thirty (30) days prior to desired testing/inspection dates.

The schedule must include:

- 1) Name of the building: (Example: Fire Department)
- 2) Name of Elevator(s): (Example: Elevators #1, #2, #3)
- 3) Dates of Services: (Example: Primary Request 1/6/14: Secondary Request 1/7/14)
- 4) Estimated time period: (Example: #1 8am-9am, #2 9am-10am, #3 10am-12pm)

**3. Check-In/Check-Out Procedures\*\*\***

<u>DISTRICT</u>	<u>BUILDING</u>	<u>SPECIFIC REQUIREMENT</u>
DOWNTOWN	Courthouse Complex	Sign in using County log book. Check in with Security at the loading dock entrance to Building C. Check in with Facility Management

<u>DISTRICT</u>	<u>BUILDING</u>	<u>SPECIFIC REQUIREMENT</u>
33 <sup>rd</sup>	Entire Campus:	Sign in/out District Office in County log book. Escort Required.

\*SUBJECT TO CHANGE UPON NOTIFICATION BY ORANGE COUNTY\*

\*\*WHEN RESPONDING TO A SERVICE CALL, IT THE RESPONDING TECHNICIAN SHALL COMMUNICATE WITH THE INDIVIDUAL WHO PLACED THE SERVICE CALL AS TO WHEN THE ELEVATOR IS PLACED BACK INTO SERVICE. ADDITIONALLY, THIS INFORMATION SHALL BE RECORDED BY THE RESPONDING TECHNICIAN IN THE COUNTY'S SIGN IN/OUT LOG BOOK.\*\*

Failure to comply with this Section for proper scheduling of services and/or check in/out procedures shall result in the \$50.00 deducted from the monthly payment per occurrence/per unit.

## 10. CONTRACTOR'S HOURS AND RESPONSE TIMES

A. Services, except as otherwise noted under this Contract, including unlimited emergency callback service, shall be performed between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Provide overtime callback service at no additional cost under the following conditions:

1. Passenger entrapments and fully return elevator to service after the entrapment.
2. Elevator group control system malfunctions.
3. Two (2) or more elevators out of service in any elevator group.
4. For elevators with more than two (2) service calls in a month.
5. Any Service Call made from 5:00pm and prior Monday through Friday shall be performed the same day and at no additional charge (if scope of work is covered under the agreement) even if work is performed after 6:00pm.

B. Response time for callback service:

1. During the hours of 6:00am and 6:00pm, Contractor shall arrive at property within sixty (60) minutes from time of notification of equipment problem or failure by County.
2. During the hours of 6:00pm and 6:00am, Contractor shall arrive at property within ninety (90) minutes from time of notification of equipment problem or failure by County.
3. Regardless of the time, Contractor shall arrive at property within thirty (30) minutes from time of notification of entrapment.

The County, at its sole discretion, may deduct \$100.00 from the Contractor's monthly invoice per occurrence for Contractor's repeated failure to meet the response times stated herein for service calls.

- C. Callback is defined as any request for service or assistance by County or County's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.
- D. Removal of units from beneficial usage to facilitate services shall be coordinated with and approved by the County and identified in the MCP, unless removal is necessitated for emergency repair or adjustment. County agrees to permit Contractor to remove units from service for a reasonable time to perform services if proper advance approved scheduling has been established.

**11. SPECIFICATIONS, ELEVATOR PREVENTATIVE MAINTENACE WORK, MATERIALS, COMPLIANCE AND DOCUMENTATION, COORDINATION OF WORK**

- A. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under this Contract. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s), and equipment in or on these areas in a clean condition. Consistently maintain units, machine rooms, pits and the equipment in them in a clean condition.
- B. Check and adjust individual and/or elevator group operational system(s) at planned intervals in accordance with the MCP to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.
- C. Lubricate equipment at intervals recommended by original equipment manufacturer or in accordance with the MCP as dictated by equipment use or adverse environmental conditions.
- D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine rooms, machinery spaces, and pits shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. County will provide specification or pre-approve paint. Schedule all painting procedures with County. Painting intervals shall not exceed an annual basis.
- E. Provide like-for-like replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave levels, overhead sheave spaces, and pits.
- F. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- G. Contractor shall maintain and repair or replace the following components under this Contract: (This list is not intended to limit the scope of the coverage.)



1. Traction Elevator machines, including worms, gears, thrust bearings, drive sheaves, drive shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other control components and parts of the machine and brake.
2. Hoist motor, solid-state motor drives, and/or motor-generator sets, including motor windings, rotating elements, (including commutators), brushes, brush holders and bearings and all other components and parts.
3. Motor windings shall be treated as needed with proper insulating compound which has been approved and required by the Motor Manufacturer's specification.
4. Hydraulic Elevator pump, pump motors, belts, valves, belts, tanks, oil coolers, oil heaters, scavenger pumps, packing seals, pistons, exposed hydraulic piping, exposed hydraulic cylinder components and all other Hydraulic related components and parts.
5. Controllers, selectors and dispatching equipment, including all relays, starters, solid-state components, "software", resistors, condensers, transformers, contacts, leads, dashpots, timing devices, encoders, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment and all other components and parts.
6. Governors, including governor sheave and shaft assemblies, tension sheaves, bearings, contacts and governor jaws.
7. Car and counterweight safeties and buffers, including all parts thereof.
8. All sheaves and sheave assemblies, including drive sheaves, secondary or deflector sheaves, governor tension sheaves, compensating sheaves and all parts and components thereof.
9. Car and counterweight guide rails (excluding replacement).
10. Car and counterweight guide rollers or slide guides.
11. All limit, landing or slowdown switches or devices including switches, inductors, cams, scanners, sensors or tapes.
12. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operators including door drive chains, sheaves and belts, car door hangers, car door contacts, door protective devices and load-weighing equipment. Repairs to defective car frames and platforms shall also be included.

13. Alarm bells, emergency stop switches, car top ventilation fans or blowers, emergency car lights and batteries and all switches on car service panel.
  14. Cab Interior Lighting (include lamps).
  15. Emergency Communication Devices.
  16. Car and corridor operating stations, car and corridor signals and fixtures including lights, dials or read-out indicators.
- H. Contractor shall perform all required preventative maintenance, cleaning, repair, testing and adjustment functions to ensure compliance with this Contract, Code Compliance, Original Equipment Manufacturer's design and for most beneficial usage availability for the County.
- I. When, as a result of examination or testing of the equipment, Contractor identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor shall be delivered to County for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.
- J. Services shall be all inclusive with following exclusions only:
1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of this Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to County within ten (10) working days of effective date.
  2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
  3. Repair or replacement of property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices.
  4. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.
  5. Failure or fluctuations of property electric power, air conditioning, or humidity control.

6. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
  7. County loading unit in excess of its rated car capacity or load classification.
  8. Video Cameras, Video Screens or Music Systems.
  9. Underground hydraulic piping and cylinders.
- K. Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible. Only exclusions specifically noted herein are excluded from this Contract.
- L. Materials shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be new and of the best quality and suitable for their intended uses. Materials shall be obtained from or recommended by original manufacturer(s) of equipment for replacement or repair. Equivalent parts may be used if approved by County in writing. Parts requiring repair shall be rebuilt to "like new" condition.
- M. Proration of equipment or materials shall not be allowed. No consideration shall be given in regard to obsolescence of systems, materials, or parts.
- N. Contractor shall provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by this Contract. Lubricants, cleaning fluids, and all combustible liquids shall be stored in metal cabinets in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines.
- O. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied. A metal can with lid shall be provided by Contractor and kept in each machine room for temporary storage of oily rags.
- P. All materials delivered and stored on County property which are intended to become part of the completed services shall become the property of County upon installation.
- Q. No parts or equipment required to perform services may be removed from County property without written approval by the County. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment. Contractor shall have repair parts readily available at all times.

- R. Contractor shall comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where services are performed. In the event of differing testing requirements between Contract requirements and local codes or ordinances, the more stringent requirement shall prevail. The Contractor shall perform all test requirements as part of this Contract and adhere to the timing of such testing.
- S. Schedule, coordinate, document and complete statutory and other equipment tests including, but not limited to:
1. Annual no load slow speed test of safeties, governors, and buffers.
  2. 5-year, full load, full speed test of safeties, governors, and buffers. Perform after normal working hours unless County provides approval otherwise.
  3. Monthly firefighters' service operational tests. Perform between 6:00am and 7:00am
  4. Annual pressure relief tests on hydraulic elevators.
  5. Annual standby power operation test(s) on elevators. Provide testing after hours.
  6. Monthly operational tests: battery pack car emergency lighting, battery pack car emergency air conditioner, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
  7. For elevators in listed in Section 3 herein that require overtime maintenance, those same elevators shall have testing that interrupts beneficial usage of the equipment performed on overtime as well.
- T. Attend a meeting with County within five (5) days of inspection completion to review inspection reports, identify deficiency responsibility (County or Contractor) and establish corrective action schedule.
- U. Affix and maintain governmental jurisdiction number designations on all unit equipment in the machine rooms and pits including hoist machine, pump unit, controller, car crosshead, electrical disconnect switches, buffers, etc.
- V. Affix metal tags to the tested devices and provide County with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

The Contractor's failure to execute statutory tests, clear deficiencies from such tests and schedule a re-inspection mandated by either national codes or local jurisdictions or regulations shall subject Contractor to a \$50.00 penalty per calendar day on each unit that fails to comply with the Authority Having Jurisdiction's (AHJ) requirements and related "time to cure" timelines. Contractor will be responsible for any fines imposed on the County by the AHJ that are the result of the Contractor's sole failure in complying with AHJ requirements, recertification guidelines and recertification timelines.

Scheduling difficulties shall not exempt Contractor from performing tests in compliance with applicable code or regulatory requirements. If the Contractor experiences delays or difficulties in scheduling any inspection or re-inspection with the County's third party inspection company, the County must be informed in writing immediately. If it is found the delay(s) were solely caused by others than the Contractor themselves, this penalty shall not apply.

## **12. SUPPLEMENTAL CONDITIONS**

- A. Upon arrival and departure from County property, all Contractor employees shall report to designated property personnel (location) and manually sign a log book indicating name of person, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Manual log provided by County.
- B. Conspicuously post written Maintenance Control Program (MCP) and work log in each machine room or instructions for locating the MCP in or on the car controller(s). Maintain preventive maintenance history and testing logs in accordance with the MCP either in the machine room, building management office, or electronically within unit computer control system. Data shall be accessible by County via manual log or web access and hard copy printout at all times. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. County shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time.
- C. At least quarterly or more often if requested, provide summary and review of all callbacks and unit downtime with County. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and the County relative to callback trends, unit downtime, and their causes.
- D. The Contractor shall maintain a complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during Contract term. County shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event the Contract is cancelled. If the Contract is cancelled, the County will withhold final payment due to the Contractor until all as-builts and modified set(s) of wiring diagrams are delivered to the County.

- E. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by Contractor during the term of this Contract.
- F. Local or National inspection fees and licensing fees in regard to operation of equipment covered by this Contract shall be paid by the County.

Contractor shall communicate in a timely manner with the County's Certified Elevator Inspection Contractor to ensure inspection and re-inspection are scheduled and performed in a timely manner such that the County obtains the certificates of operation for the following year.

Should the Contractor find the County's Certified Elevator Inspection Contractor is failing to provide timely response and or services, the Elevator Contractor shall submit such issues immediately in writing to the Facilities Management Contract Administrator.

- G. The County may provide information to enable the Contractor to render services hereunder, or the Contractor may learn information about the property or develop information. Contractor agrees:
  - 1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by County as confidential.
  - 2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of County to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining County's written approval, except to the extent necessary in connection with performing Services or when required by law.
  - 3. Contractor shall not, in the course of performance of this Contract or thereafter, use or permit the use of County's name or the name of any affiliate of County, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of Contractor without the prior written approval of County.

### **13. EQUIPMENT PERFORMANCE REQUIREMENTS**

- A. Equipment performance requirements are covered under **Appendix B** of this Contract. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of this Contract.
- B. Elevator Ride Quality:

1. Horizontal and vertical acceleration within cars during all riding and door operating conditions shall not exceed 20 mg peak-to-peak in the 1 - 10 Hz range. Measurement criteria ISO804.
  2. Acceleration and deceleration shall be smooth constant and not exceed 3 feet/second<sup>2</sup> with an initial ramp between 0.5 and 0.75 seconds.
  3. Sustained jerk shall not exceed 6 feet/second<sup>3</sup>.
  4. Noise level shall not be disruptive to building operation.
- C. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in car within the leveling zone or when car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion units, platforms, car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by Contractor and County that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign services under this Contract.
- D. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.

#### **14. EQUIPMENT USAGE CRITERIA**

- A. Callback Frequency – Callback Frequency is defined as average number of callbacks per unit per contract year.
1. No Contractor penalty shall apply for elevators that have four (4) or less service calls per contract year. Callbacks for services that are excluded by this Contract are not included in the annual call back limit.
- B. Should a unit reach eight (8) or more service calls in one contract year a mandatory meeting with the County will be required within five (5) days of the 8th service call. The Contractor's Regional and Local Level Service Management shall attend a meeting with the County to outline the corrective action plan to restore reliability to the unit.
- C. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall have the monthly fee for that unit deducted as follows:  
3-15 Days shut down: 50% deduction of monthly invoice for that unit.  
16-31 days shut down: 100% deduction of monthly invoice for that unit.
- D. Should a unit require more than four (4) service calls in a Contract year, a deduction of \$50.00 from the monthly invoice for every service beyond four (4) shall occur.

## **15. COUNTY'S RIGHT TO AUDIT SERVICES**

County reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense. Written notification to County is required once all deficiencies are corrected.

A qualified vertical transportation consultant may be retained by County to perform audit of Services and mediate disputes.

If deficiencies are not cleared within thirty (30) days, the monthly invoice will be reduced \$25.00 per day per unit until all deficiencies are corrected.

## **16. COUNTY'S RESPONSIBILITIES**

- A. Provide clear, safe, and convenient access to property and equipment rooms.
- B. Maintain telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.
- C. Maintain equipment room heating and air conditioning systems.
- D. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
- E. Prevent storage of property or other Contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain standby power generator systems and related switch gear and feeders.
- G. Maintain equipment rooms, hoistways, wellways, and pits in code compliant dry condition.
- H. During property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.



**APPENDIX A  
CONTRACTORS'S PREVENTATIVE MAINTENANCE SCHEDULE**

**<INSERT CONTRACTOR'S MAINTENANCE CONTROL PLAN (MCP) HERE>**

## APPENDIX B EQUIPMENT PERFORMANCE REQUIREMENTS

### DOOR OPEN/CLOSE TIME (SEC)

Door Size	SIDE OPENING		CENTER OPENING	
	OPEN	CLOSE	OPEN	CLOSE
36"	2.2	3.4	1.6	2.2
42"	2.5	4.0	1.7	2.4
48"	2.7	4.6	1.8	2.7
54"	3.0	5.1	1.9	3.0

### FLOOR TO FLOOR TIME\*\* (SEC)

	<u>SIDE OPENING DOOR SIZE</u>				<u>CENTER OPENING DOOR SIZE</u>				
	36"	42"	48"	54"	36"	42"	48"	54"	
<b>HYDRAULIC</b>									
<b>100 FPM</b>	15.5	16.5	17.5	18.5	13.5	14.0	14.5	15.0	<b>0.6 *</b>
<b>125 FPM</b>	14.5	15.5	16.5	17.5	12.5	13.0	13.5	14.0	<b>0.5 *</b>
<b>150 FPM</b>	13.5	14.5	15.5	16.5	12.0	12.5	13.0	13.5	<b>0.4 *</b>
<b>GEARED</b>									
<b>200 FPM</b>	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	<b>0.2 *</b>
<b>250 FPM</b>	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	<b>0.2 *</b>
<b>300 FPM</b>	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	<b>0.2 *</b>
<b>350 FPM</b>	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	<b>0.2 *</b>
<b>400 FPM</b>	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	<b>0.2 *</b>
<b>450 FPM</b>	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	<b>0.2 *</b>
<b>GEARLESS</b>									
<b>500 FPM</b>	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	<b>0.2 *</b>
<b>700 FPM</b>	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	<b>0.2 *</b>

### MEASUREMENT BASIS

**Door Open/Close Time:** Measured from time door(s) start to open/close until fully open/closed.

**Floor to Floor Time:** Measured from doors start to close, until doors are 1/2 open for side opening doors or 3/4 open for center opening doors once the elevator reaches the next landing floor.

\* Deduct/Add time per foot of travel distance difference from standard 12 foot of travel.

\*\*All times include deduction of .6 seconds for pre-opening for geared and gearless elevators. If elevator DOES NOT have pre-opening, ADD .6 seconds to each floor to floor time noted for geared and gearless.

**BID RESPONSE FORM  
IFB #Y14-1055-DG**

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs

State Serial Number	Facility Name	Street Address	Elevator Designation	PRICE PER MONTH	TOTAL
<b>LOT A - 33RD DISTRICT</b>					
1	85532	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 1 Staff Transportation / Property	\$250 x 36 9,000
2	85533	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 4 Inmate Movement	\$250 x 36 9,000
3	85534	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 9 Public Lobby Public Elevator	\$250 x 36 9,000
4	85535	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 8 Public Lobby Staff	\$250 x 36 9,000
5	85536	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 6 Release Lobby	\$250 x 36 9,000
6	85537	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 5 Inmate Movement	\$250 x 36 9,000
7	85538	Corrections - Booking and Release Center	3663 S John Young Pkwy., Orlando, 32819	Elevator 3 Loading Dock Service Elevator	\$250 x 36 9,000
				<b>TOTAL LOT A</b>	<b>\$1,750 63,000</b>

**ThyssenKrupp Elevator**  
COMPANY NAME

State Serial Number	Facility Name	Street Address	Elevator Designation	PRICE PER MONTH		TOTAL
<b>LOT B - DOWNTOWN DISTRICT</b>						
8	50366	Courthouse Building A - Public Defender	435 N Orange Ave., Orlando, 32801	Elevator E16 Passenger Levels B to 5	617.05	X 36 22,213.80
9	50367	Courthouse Building A - Public Defender	435 N Orange Ave., Orlando, 32801	Elevator E17 Passenger Levels 1 to 5	617.05	X 36 22,213.80
10	50362	Courthouse Building B - State Attorney	415 N Orange Ave., Orlando, 32801	Elevator E18 Passenger Levels B to 5	617.05	X 36 22,213.80
11	50363	Courthouse Building B - State Attorney	415 N Orange Ave., Orlando, 32801	Elevator E19 Passenger Levels 1 to 5	617.05	X 36 22,213.80
12	50727	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E1 Passenger Levels B to 23	617.05	X 36 22,213.80
13	50728	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E2 Passenger Levels 1 to 23	617.05	X 36 22,213.80
14	50729	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E3 Passenger Levels 1 to 23	617.05	X 36 22,213.80
15	50730	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E4 Passenger Levels 1 to 23	617.05	X 36 22,213.80
16	50731	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E5 Passenger Levels 1 to 23	617.05	X 36 22,213.80
17	50732	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E6 Freight Levels B to 23	617.05	X 36 22,213.80
18	50360	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E7 Passenger Levels 1 to 4	617.05	X 36 22,213.80
19	50361	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E8 Passenger Levels 1 to 4	617.05	X 36 22,213.80
20	50369	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E9 Judge North Levels B to 21	617.05	X 36 22,213.80
21	50370	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E10 Inmate North Levels B to 21	617.05	X 36 22,213.80
22	50371	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E11 Inmate South Levels B to 21	617.05	X 36 22,213.80
23	50372	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E12 Judge South Levels B to 21	617.05	X 36 22,213.80
24	50364	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E13 Judge North Levels 19, 21, 23	617.05	X 36 22,213.80
25	50365	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E14 Judge South Levels 19, 21, 23	617.05	X 36 22,213.80
26	50733	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	Elevator E15 Freight Levels B to 1	250	X 36 9,000
27	50368	Courthouse Building E - Central Plant	76 E Amelia St., Orlando, 32801	Elevator E-24 Elevator Pass/Freight Level B to 4	617.05	X 36 22,213.80
28	50354	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#1 Escalator UP 1-2	1,700	X 36 61,200
29	50355	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#2 Escalator DOWN 2-1	1,700	X 36 61,200
30	50356	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#1 Escalator UP 2-3	1,700	X 36 61,200
31	50357	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#2 Escalator DOWN 3-2	1,700	X 36 61,200
32	50358	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#1 Escalator UP 3-4	1,700	X 36 61,200
33	50359	Courthouse Building C - Tower	425 N Orange Ave., Orlando, 32801	#2 Escalator DOWN 4-3	1,700	X 36 61,200
				<b>TOTAL LOT B</b>	<b>\$22,173.95</b>	<b>798,262.20</b>

ThyssenKrupp Elevator

COMPANY NAME



**IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.**

Performance shall be as specified After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids shall be directed to Dorothy Gordon, Senior Purchasing Agent, at [Dorothy.Gordon@ocfl.net](mailto:Dorothy.Gordon@ocfl.net)

**Bid Response Documents - The following documents constitute your bid:**

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-Contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Certificate of Competency and License, per Special Terms and Conditions.
- D. Completed attached reference documentation.

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Company Name: ThyssenKrupp Elevator

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 62-1211267

D-U-N-S® # 0-896-4777

4317 35th Street Orlando  
(Street No. or P.O. Box Number) (Street Name) (City)

Orange Florida 32811  
(County) (State) (Zip Code)

Contact Person: Lamar Hobbs

Phone Number: 407-425-3496 Fax Number: 866-558-9498

Email Address: Lamar.Hobbs@ThyssenKrupp.com

**EMERGENCY CONTACT**

Emergency Contact Person: Ray Vice

Telephone Number: 407-425-3496 Cell Phone Number: 407-373-5280

Residence Telephone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

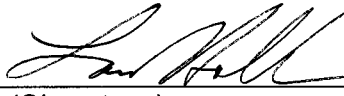
Addendum No. 1, Date 6/3/14 Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone Number/Email
Lamar Hobbs	Branch Manager	407-425-3496 Lamar.Hobbs@ThyssenKrupp.com
Mike Martelli	District Manager	813-918-2740 Mike.Martelli@ThyssenKrupp.com

  
\_\_\_\_\_  
(Signature)

June 17, 2014  
(Date)

\_\_\_\_\_  
Branch Manager  
(Title)

\_\_\_\_\_  
ThyssenKrupp Elevator  
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

**Type of Organization**

Sole Proprietorship     Partnership     Non-Profit  
 Joint Venture     Corporation

**State of Incorporation:**

Principal Place of Business (Florida Statute Chapter 607): NewCastle/NewCastle/Deleware  
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.**

Federal I.D. number is 62-1211267



## REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: ThyssenKrupp Elevator

Owner's Name: Polk County

Description of goods or services provided: Elevator Maintenance

Contract Amount: \$5,000 per month

Date Services Completed: 2002-current

Contact Person: Mark Kithcart

Address: Facilities Management

2160 Marshall Edwards Drive Bartow, Fl

Telephone Number: 863-534-5514

Email Address: MarkKithcart@polk-county.net

2. Company Name: ThyssenKrupp Elevator

Owner's Name: Florida State University

Description of goods or services provided: Elevator maintenance

Contract Amount: \$78,000 per month

Date Services Completed: 2000-Current

Contact Person: Bill Miller

Address: Facilities Department

118 Mendenhall A. Tallahassee, FL 23206-4151

Telephone Number: 850-408-5442

Email Address: wgmiller@admin.fsu.edu

3. Company Name: ThyssenKrupp Elevator

Owner's Name: University of Florida

Description of goods or services provided:

Elevator maintenance

---

Contract Amount: \$60,000 per month

Date Services Completed: 1988-current

Contact Person: Wayne Wainwright

Address: Physical Plant Dept, Building 702

Radio Rd Gainesville, Fl

Telephone Number: 352-392-6153

Email Address: wwainw@ufl.edu

Additional References:

**Owner:** Polk County Schools

**Contract Amount:** \$4,000 per month

**Date Services Completed:** 2000-Current

**Description of Service:** Elevator Maintenance

**Address:** Maintenance Service PO box 391 Bartow, Fl 33831

**Contact:** Rory Luce

**Phone:** 863-534-7895

**Email Address:** Rory.Luce@Polk-florida.net

**Owner:** Orange County

**Contract Amount:** \$13,000 per month

**Date Services Completed:**

**Description of Services:** Elevator Maintenance

**Address:**400 E South Street, 2<sup>nd</sup> Floor .Orlando Fl 32801

**Contact:** Dorothy Gordon

**Phone:**407-836-5643

**Email Address:** Dorothy.gordon@ocfl.net

**Owner:** Valencia College

**Contract Amount:** \$5,000 per month

**Date Services Completed:** 1986- Current

**Description of Services:** Elevator Maintenance

**Address:**1800 S. Kirkman Rd. Orlando Fl 32801

**Contact:** Ed Ames

**Phone:** 407 582 5528

**Email Address:** eames@valenciacollege.edu

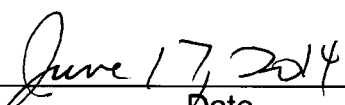
## DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that ThyssenKrupp Elevator does:  
Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 893 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 of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

  
\_\_\_\_\_  
Bidder's Signature

  
\_\_\_\_\_  
Date

**SCHEDULE OF SUBCONTRACTING**

**IFB NO. Y14-1055-DG**

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

<b>Name Of Subcontractor</b>	<b>Address</b>	<b>Type of Work to be Performed</b>	<b>Percent of Contract Amount to be Subcontracted</b>
N/A	N/A	N/A	N/A

Company Name: \_\_\_\_\_

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

ThyssenKrupp Elevator

COMPANY NAME



AUTHORIZED SIGNATURE

Lamar Hobbs

NAME (PRINT OR TYPE)

Branch Manager

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

## E VERIFICATION CERTIFICATION

Contract No.Y14-1055-DG

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y14-1055-DG, Elevator Maintenance Services – OEM Courthouse and Corrections**, within the state of Florida.

NAME OF CONTRACTOR: ThyssenKrupp Elevator

ADDRESS OF CONTRACTOR: 4317 35th Street

Orlando, FL 32811

AUTHORIZED SIGNATURE: 

TITLE: Branch Manager

DATE: June 17, 2014



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BUREAU OF ELEVATOR SAFETY  
1940 NORTH MONROE STREET  
NORTHWOOD CENTRE  
TALLAHASSEE FL 32399-1013**

850-487-1395

**THYSSENKRUPP ELEVATOR CORP - ORLANDO  
114 TOWNPARK DR STE 300  
ATTN TAX DEPARTMENT  
KENNESAW GA 30144**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

ELCO29

**ISSUED: 01/08/2014**

**ELEVATOR COMPANY  
THYSSENKRUPP ELEVATOR CORP - ORLANDO  
ELEVATOR COMPANY  
REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE**

IS REGISTERED under the provisions of Ch 399 FS  
Expiration date DEC 31, 2014 L140108000013



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to [www.VivaFlorida.org](http://www.VivaFlorida.org).

DETACH HERE

RICK SCOTT, GOVERNOR

**STATE OF FLORIDA**

KEN LAWSON, SECRETARY

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BUREAU OF ELEVATOR SAFETY**

<b>LICENSE NUMBER</b>	
ELCO29	

The ELEVATOR COMPANY  
Named below IS REGISTERED  
Under the provisions of Chapter 399 FS.  
Expiration date: DEC 31, 2014

**REQUIRED TO CARRY OR BE COVERED  
BY GENERAL LIABILITY INSURANCE**

**THYSSENKRUPP ELEVATOR CORP - ORLANDO  
4317 35 ST  
ORLANDO FL 32811**



NON-TRANSFERABLE



ISSUED: 01/08/2014 SEQ # L140108000013  
DISPLAY AS REQUIRED BY LAW



## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return) <b>ThyssenKrupp Elevator</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>4317 35th St</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Orlando, FL 32811</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
<b>62 : 1211267</b>

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person	Date ▶ <b>6/17/14</b>
------------------	--------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# CITY OF ORLANDO

ECONOMIC DEVELOPMENT • PERMITTING

Local Business Tax Receipt  
City Hall, 400 South Orange Avenue, First Floor  
Post Office Box 4990  
Orlando, FL 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

PROMPT! Interactive Voice Response System: 407.246.4444  
Visit our website: [www.CityofOrlando.net/permits](http://www.CityofOrlando.net/permits)



## CITY OF ORLANDO

### 2013-2014

ECONOMIC DEVELOPMENT  
PERMITTING SERVICES

### LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1269-2006)

NOTICE-THIS RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BEFORE THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number

BUS008722001

Business Owner

THYSSENKRUPP ELEVATOR CORP  
THYSSENKRUPP ELEVATOR CORP

Business Location

4317 35th St

Business Type(s):

CONTRA 1710 CONTRA NOT DBRE

Fees:

Administration Fee  
2014 Business Tax  
Late Declaration Penalty  
Total Paid:

00.00  
100.00  
250.00  
000250



# Qualifications Company History

***Provide a brief history of your company.***

In the late 1990's, two of Germany's largest and oldest steel companies, Thyssen Stahl AG and Krupp Hoesch Stahl AG, merged to become one of the largest corporations in the world. From that merger, ThyssenKrupp AG diversified into five core business units – steel, stainless, elevator, technologies and services. ThyssenKrupp AG expanded its presence into the Americas with several acquisitions including Northern Elevator, U.S. Elevator and Dover Elevator.

***How many years has your company done business in Central Florida?***

The merged companies of ThyssenKrupp AG have been in business since 1999, however the separate entities of Thyssen AG and Krupp Hoesch AG have been in business since the 1800's.

Thyssen, U.S. Elevator, Dover Elevator and Northern Elevator have combined experience of over 50 years experience in Central Florida

***Length of time your company has performed the type of product or services being requested in this RFP?***

The combined entities of Thyssen, U.S. Elevator, Dover Elevator and Northern Elevator have a combined experience of over 50 years.





.....

## Qualifications – Certifications

***Provide a listing of all certifications specific to the types of services being requested in this RFP.***

***All Route Mechanics hold certificates of competency***

***Leed Certified***

***At least one technician is a qualified elevator inspector(QEI certificate)***

***Provide a brief description of your current workload.***

***ThyssenKrupp Elevator Orlando Branch maintains 3000+ units in and around the central Florida area. We employ 25 route technicians, 2 assistant service managers, 1 service manager, 3 account managers, 1 sales coordinator, 1 branch manager, 1 inspections coordinator, and multiple administrative assistants in our Orlando Branch alone.***

**RELATIONSHIP DISCLOSURE FORM  
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY  
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

ThyssenKrupp Elevator

---

Business Address (Street/P.O. Box, City and Zip Code):

4317 35th Street

---

Orlando, Fl 32811

---

Business Phone: ( 407 ) 425-3496

Facsimile: ( 866 ) 558-9498

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

N/A

---

Business Address (Street/P.O. Box, City and Zip Code):

---

---

Business Phone: (     ) \_\_\_\_\_

Facsimile: (     ) \_\_\_\_\_

**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

YES  NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

YES  NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

YES  NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

---

---

---

(Use additional sheets of paper if necessary)

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

#### **DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

#### **WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

#### **WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the



matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

*Lamar Hobbs*  
Signature of Bidder

June 16, 2014  
Date

Printed Name and Title of Person completing this form:

Lamar Hobbs      Branch Manager

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2014 by Lamar Hobbs. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16<sup>th</sup> day of June, in the year 2014.



(Notary Seal)

*Justine L. Houghton*  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)  
ABOUT THE  
SPECIFIC PROJECT EXPENDITURE REPORT**  
*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

#### **DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

#### **WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

#### **WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

#### **WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

**This is the initial Form:**          X    
**This is a Subsequent Form:**          

### Part I

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_  
4317 35th Street Orlando FL 32811

---

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_  
SAME

---

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity:   N/A    
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
  
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Part III**

**Original signature and notarization required**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

June 16, 2014  
Date

[Signature]  
Signature of  Principal or  Principal's Authorized Agent  
(check appropriate box)

Printed Name and Title of Person completing this form:

Lamar Hobbs, Branch Manager

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2014 by Lamar Hobbs  He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16<sup>th</sup> day of June, in the year 2014.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.



**ThyssenKrupp**

**ThyssenKrupp Elevator Americas**

June 17, 2014

Orange County Government  
Procurement Division, Internal Operations Centre II  
400 E. South St., 2<sup>nd</sup> Floor  
Orlando, FL 32801  
Attn: Ms. Dorothy Gordon

Re: #Y14-1055-DG – Percentage of Business Statement

To Whom It May Concern:

ThyssenKrupp Elevator is pleased to submit our bid to Orange County Procurement for elevator maintenance services. We attest that the business conducted by ThyssenKrupp Elevator exceeds the minimum requirement of 30% for maintenance and repair services.

Please let us know if you have any questions or concerns, (407) 425-3496.

Regards,  
ThyssenKrupp Elevator Americas

A handwritten signature in black ink, appearing to read 'L. Hobbs', with a long horizontal flourish extending to the right.

Lamar Hobbs  
Branch Manager

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) Thyssen Krupp Elevator, Do hereby authorize (print agent's name), Lamar Hobbs, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) Y14-1055-DG Elevator Maintenance, OEM, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

[Signature]

Signature of Bidder

June 16, 2014

Date

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2014 by Lamar Hobbs. He she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16<sup>th</sup> day of June, in the year 2014.



(Notary Seal)

[Signature]

Signature of Notary Public

Notary Public for the State of Florida

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: N/A


Workers' Compensation Carrier: ACE Insurance

A.M. Best Rating of Carrier: NA

Inception Date of Leasing Arrangement: NA

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: Lamar Hobbs

Signature of Owner/Officer: 

Title: Branch Manager Date: June 16, 2014

**EXHIBIT B**

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b><i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i></b>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT C**

**POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY**  
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 <sup>ND</sup> FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## EXHIBIT D

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WORKERS COMPENSTION AND EMPLOYEES LIABILITY  
INSURANCE POLICY WC 00 03 13

2<sup>ND</sup> Reprint

*Effective April 1, 1984*

Advisory

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

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**EXHIBIT E**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: PROCUREMENT DIVISION  
400 E. SOUTH STREET, 2<sup>ND</sup> FLOOR  
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.