

	<p>Rock Hill Schools</p> <p><i>Request for Proposals</i></p>	<p>Solicitation Number Date Issued Procurement Director Phone E-Mail Address</p>	<p>17-1780 August 25, 2017 Nicole Hatch, CPPO 803-981-1154 Nhatch@rhmail.org</p>
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Elevator Testing and Repairs

The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"

The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder" or "Consultant"

SUBMIT OFFER BY (Opening Date/Time): September 7, 2017 – no later than 2:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: one (1) original, and one (1) digital copy

Offer must be submitted in a sealed package. Solicitation number and opening date must appear on package exterior.

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

MAILING ADDRESS
Rock Hill Schools 2171 West Main Street Rock Hill, SC 29732 <small>See "Submitting Your Offeror" provision</small>

CONFERENCE TYPE:	LOCATION:
AMENDMENTS	Any amendments will be posted at the following web address: http://www.rock-hill.k12.sc.us
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of one hundred twenty (120) calendar days after the opening date.	
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	<small>(See "Signing your Offer" provision)</small>
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
	DATE SIGNED
<small>Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</small>	
STATE OF INCORPORATION	<small>(If offeror is a corporation, identify the State of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO.	<small>(See "Taxpayer Identification Number" provision)</small>

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; padding: 2px;">Area Code</td> <td style="width:25%; padding: 2px;">Number</td> <td style="width:25%; padding: 2px;">Extension</td> <td style="width:25%; padding: 2px;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 2px;">E-mail Address</td> </tr> </table>	Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)								
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)								

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

Minority Participation:

Are you a SC Certified Minority Vendor - Yes No

If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes No

Table of Contents

SECTION A GENERAL BID INSTRUCTIONS AND CONDITIONS4
SECTION B PURPOSE OF REQUEST FOR PROPOSAL 11
SECTION C SCOPE OF WORK..... 11
SECTION D APPLICABLE STANDARDS..... 11
SECTION E SPECIFICATIONS..... 12
SECTION F REFERENCES.....21
SECTION G BIDDER'S FORM22

SECTION A GENERAL BID INSTRUCTIONS AND CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

- A. Bids shall be publicly opened at 2:00 PM on the date stated in the RFP. Bid openings shall be conducted in a room designated by the Director of Procurement. Sealed bids shall be enclosed in an envelope, and the "bid name and number" shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Director of Procurement, Rock Hill School District Three, 2171 West Main Street, Rock Hill, SC 29732. Hand carried bids shall be delivered to the same address.
- B. Bids shall be submitted NO LATER THAN 2:00 PM in the place and manner as described in paragraph 1A above. Bids received after 2:00 PM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened, unless the delay was caused by improper handling by District employees.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Director of Procurement.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 120 days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral or FAX bids.**

- 2. TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- 3. AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.
- 5. ACKNOWLEDGEMENT OF AMENDMENTS:**
 - A. Bidders shall acknowledge receipt of all amendments either by signing and returning one copy of the amendment or by acknowledging the change on the bid form.
 - B. It is the bidder's responsibility to determine whether they have received any or all amendments.
- 6. AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.
- 7. COMMUNICATION WITH PROSPECTIVE BIDDERS:**

- A. All communication concerning this RFP must be in writing to the Procurement Department. Email is the preferred method of communication.
- B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
- C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with District employees and/or contracted agents related to this RFP for any reason except as authorized by the Procurement Department. Violation of this provision may result in rejection of the vendor's response.
- D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

9. STATEMENT OF COMPLIANCE AND ASSURANCE:

- A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.
- B. Statement of Assurances and Compliance is provided to vendors in Section I.

10. ASSIGNMENT: No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

11. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

12. FAILURE TO SUBMIT A BID: Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

13. ACCIDENTS: The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

14. BIDDER'S RESPONSIBILITY: Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. It is expected that this will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

15. TERMINATION: Subject to the provisions below, this contract may be terminated by the Director of Procurement, provided a thirty- (30) day advance written notice is given to the contractor.

Termination for convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty- (30) day advance notice requirement is waived and the default provisions of this bid shall apply

16. EXAMINATION OF RECORDS:

- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

17. COMPETITION: There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

18. SOUTH CAROLINA LAW CLAUSE: Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state. By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. RIGHT TO PROTEST: Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Procurement. The protest shall be submitted in writing within fifteen (15) days of the date of issuance of the Invitation for Bids or Request for Proposals, date of issuance of an amendment, or date of notification of an award is posted.

20. PROPRIETARY INFORMATION: Contractors shall visibly mark as "**CONFIDENTIAL**" each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

21. AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Contractor on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Procurement shall award proposals in accordance with the District's Procurement Code.

- 22. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
- 23. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
- 24. SAMPLES:** Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.
- 25. "OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.
- 26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
- 27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible

for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

- 28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- 29. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
- 30. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
 - All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line
- 31. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 32. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
- 33. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 34. POSTING OF AWARD:** Notice of Award or Intent to Award will be filed in the Procurement Department located at 2171 West Main Street, Rock Hill, SC, 29732, if the total value of the contract resulting from this solicitation is less than \$50,000.00. An "Intent to Award" shall be issued and posted on the District's procurement website should the total value of any contract resulting from this solicitation is \$50,000.00 or greater.
- 35. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are

not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

36. SUBMISSION OF DOCUMENTATION: Documentation contained on pages 1 and 2 and Section "I" must be completed and submitted along with the bid. No award will be made without these sections being executed by the successful low bidder, **do not return the entire solicitation.**

37. SPECIFICATIONS: Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

38. PACKAGING AND DELIVERY: All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.

39. UNIT PRICES: A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.

40. ITEM SUBSTITUTION: No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Procurement.

41. PRICE ADJUSTMENT BASED ON CONTRACTORS COST

Request for price increase must be submitted, in writing to the Purchasing Department at least ninety (90) days prior to the renewal date. The Contractor shall provide proof in writing by tax notices and labor increase and any other form or proof to show increases of the cost of this said contract. Price increases will only become effective if approved in writing by the Purchasing Department.

The maximum increases will not exceed the unadjusted percent change from the previous year shown in table 6 of the Producer Price Indexes (PPI) for commodities, the Consumer Price Index (CPI) for all urban consumers (CPI-U) "all items" for services or the current market conditions as determined by the contract administrator.

42. IRAN DIVESTMENT ACT: (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330A is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

43. SUSPENSION AND DEBARMENT: By submitting a proposal (IFB/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

44. INDEMNITY: Contractor agrees to protect, defend, indemnify and hold Rock Hill Schools District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

45. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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SECTION B PURPOSE OF REQUEST FOR PROPOSAL

PURPOSE

The Rock Hill School District is seeking a contractor to conduct quarterly testing and do repairs, as needed, for all Rock Hill School District elevators.

At 2:00 p.m. on the date stated in this Request for Proposal, the Purchasing Director will open all bids received.

Questions pertaining to the terms and specifications should be directed to me by e-mail nhatch@rhmail.org. To ensure a response all questions shall be submitted five days prior to the bid opening date.

SECTION C SCOPE OF WORK

It is the Intent of The Rock Hill School District to enter into a one (1) year contract with the option of another four (4) one year renewals for Elevator Testing and Repair. This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment and lubricants necessary to provide full preventive maintenance, adjustments, repairs and replacements for the complete vertical transportation systems described herein. The vertical transportation systems covered by this specification are classified as Passenger Elevators.

SECTION D APPLICABLE STANDARDS

The following documents of issue in effect on the date of the Bid Invitation shall form a part of this specification. Awarded bidder shall comply with the latest SC and National elevator code requirements.

ANSI A17.1 – Safety Code for Elevators and Escalators

ASME A17.1 National Standard Safety Code for Elevators and Escalators

S.C. Elevator Code and Regulations

SECTION E SPECIFICATIONS

1. GENERAL CONDITIONS

The preventive maintenance program as specified herein will consist of an all-inclusive service including but not limited to elevator examinations, lubrication, testing, cleaning, adjusting, and all minor and major repairs of equipment.

All elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current applicable standards in Section II, all other applicable laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ANSI) code shall be used as a guide to establish that the elevators are operating safely. The Contractor shall provide a full maintenance program in accordance with ANSI standards.

Each was installed according to the current Code requirements that were applicable in South Carolina at the time of installation. Any Code requirement subsequent to the installation will not apply.

Contractor must maintain good housekeeping practices on all of the elevators. Elevator pits, machine rooms, and penthouse shall be kept clean and free of scrap parts, oily rags, combustible materials and accumulation of debris.

Service must be scheduled with the District Operations Department. You must call (803) 981-1152 at least 48 hours prior to service to arrange time to meet at each individual school. If representative from the awarded vender arrives on site without appointment, they will be asked to wait until appropriate personnel can be located.

2. OWNERSHIP

It is understood that the contractor will not assume possession or control of any part of the equipment but that such equipment remains the property of Rock Hill School District Three.

3. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and program sin connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the side or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall remedy all damages or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by him.

Contractor shall not be liable for injury or damage to persons or property except those directly due to negligent acts of the contractor or his employees. The Contractor shall not be liable for any loss, damage or delays due to cause beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious

mischief, or acts of god. In no event shall any party be held responsible for special, indirect or consequential damages.

4. ACCEPTANCE OF ELEVATORS – PRE-MAINTENANCE REPAIR

The bidder agrees that by his own inspection he has found all elevators covered by this contract to be in suitable condition (meeting original manufacturer's standards) for him to accept them under the terms of the maintenance contract, the successful bidder, therefore, will not claim, at any time during the life of the contract, extra charge(s) for any parts or service that may have been needed for maintenance of said elevators prior to award of contract. Should the bidder not find the elevators in suitable condition, a written report on each elevator not meeting this requirement, along with the cost for the necessary repairs, must be submitted with the bid.

The contractor may be required to perform all or part of the repairs prior to establishing a maintenance contract for elevators, if in the opinion of the District such repairs are necessary. However, the District reserves the right to have identified repairs performed by another party prior to turning the elevators over to the Contractor for maintenance.

5. WORK EXCLUDED

The Contractor will not be required under the contract to do the following:

- A. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails and floor coverings.
- B. Replace car guide rails.
- C. Hoistway enclosure, hoistway gates, doors frames and sills.
- D. Repair hoistway structure, including landing sills.
- E. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representative or employees, or by reasons of any other caused beyond the control of the Contractor, except those made necessary by ordinary wear and tear.
- F. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
- G. Main line power switches, breakers and feeders to the controller.
- H. Underground and/or buried piping and jack casing.
- I. Replace outer housing of hydraulic jack.
- J. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
- K. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
- L. Emergency power plant and associated contacts.
- M. Smoke and fire sensors with related control equipment not specifically of the elevator controls.

6. SCHEDULED TESTING

Contractor must provide verification that all inspections have been performed in accordance with current A 17.1 National Elevator Code.

Notification must be given in writing to the District ten (10) days prior to conducting running safety test.

The Contract shall furnish Rock Hill School District Three a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to service requirements.

7. ROUTINE SERVICE CALLS AND INSPECTION RECORD

Each time an elevator is serviced, whether emergency or regular, a report on approved form shall be submitted to Rock Hill School District Three within five (5) working days after servicing. The report shall include information such as date, hour, location, nature of trouble for which a service call was required and must include a brief description of services performed or the Contractor must leave with the agency's designated representative a copy of the maintenance work order.

8. EMERGENCY CALL BACK SERVICE

Overtime emergency call back service is included in this contract at no additional cost to Rock Hill School District Three.

Overtime emergency call back service is defined as services required for critical building such as buildings with only one (1) elevator which is in service 24 hours a day. All other buildings will not be serviced on overtime unless authorized by the designated representative of the District in charge of the elevator services. (The Director of Maintenance)

The Contractor shall provide at all times on a twenty four (24) hour, seven (7) days per week basis emergency call back service at no additional cost which consists of responding (responding means being on the jobsite) within a two (2) hour period to request by an authorized representative of the District to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance.

Except for III E-5 no travel time, mileage or expenses will be paid by Rock Hill School District Three under this contract.

9. FAILURE TO PERFORM

The owner reserves the right to engage the services of an elevator consultant at anytime during the life of the contract for the purpose of evaluating services received. The Consultant's decision as to the Contractor's responsibility in fulfilling his contract obligation shall be final, with approval from Rock Hill School District Three. However, the Consultant cannot recommend that anything be added to the elevator that was not present when contract was awarded. If the Contractor fails to make immediate correction to elevators as directed by the Consultant through the District, any or all contracts held by the Contractor will be canceled.

10. ADDITION OR DELETION FROM UNITS TO BE MAINTAINED

The elevators to be serviced and maintained under this contract are specified herein. Any unit added or deleted by The Rock Hill School District Three from said list would result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted,

the price as then in effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

11. JOB CONFERENCES

At least every ninety- (90) days, the Contractor will make himself available for a conference on the past months performance with a representative of the District. Proper authorities within the District may request a written monthly performance report.

12. QUALIFICATION OF BIDDERS

The importance of maintaining the elevator equipment for District Three in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator contractor who has satisfactorily maintained elevators of this type and to the degree included in the specifications.

Bidder shall therefore furnish the following (complete separate section) for evaluation purposes with this solicitation.

A statement that he is regularly (to include number of years) engaged in the business of installing and/or servicing elevators of the type and character of equipment covered by these specifications. A complete description and location of his nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by the specifications and including the following items:

- A. A list including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.
- B. An outline of service and warehousing facilities, including the quantity of spare parts, equal to or better than original manufacturer's spare parts, on hand of the same type and specifications as used on the elevators covered in these specifications.
- C. Contractor agrees to allow the inspection of these facilities by Rock Hill School District Three personnel.
- D. A list of three (3) references of elevator service contracts during the last two (2) years, section F.
- E. A description of any other factors concerning the bidder maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.

Rock Hill School District Three reserves the right to request a copy of the current annual report or certified financial statement prepared by a Certified Public Accountant, indicating financial capability to furnish the elevator maintenance specified. This information will be kept confidential.

All personnel employed by the Contractor in this work shall be duly trained and competent.

13. CONTRACTOR EMPLOYEES

- A. Rules and regulations set forth by Rock Hill School District Three.
- B. Shall report immediately any property damage.
- C. Shall not engage in unnecessary conversation with Rock Hill School District Three employees or students.
- D. Shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

14. END OF CONTRACT PERIOD MAINTENANCE

- A. The Contractor must perform all necessary maintenance and repairs Shall wear uniform as provided by the Elevator Service Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition at all times. The technician's uniform shall be the standard color worn by Elevator Service Contractor's employees.
- B. Shall carry identification as prepared by the Contractor. Identification information will include the employees full name, photograph (portrait), company name, address, telephone number, the employee's identification number and the signature and title of the employee's immediate supervisor.
- C. Shall be of good character as decided by the Contractor and Rock Hill School District Three as determined by requested references and work record.
- D. Shall be instructed to abide by any and all by the end of the contract period. Within the last ninety- (90) days of the contract, bids may be obtained for the next contract period's Elevator Maintenance. All prospective bidders will have the right to inspect the equipment, review the State Elevator Inspection Report and submit a list of repairs and adjustments necessary to place the equipment in first class condition. Any repairs and/or recommendations from the State Elevator Inspection Report shall be excluded from this list. This list shall be submitted to the Rock Hill School District Three with the bidder's bid, and if in the opinion of the District these repairs and adjustments are within the scope of the current contract, the current contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.

In the event the repairs, maintenance and adjustments have not been completed at the end of the contract period, the District reserves the right to contract with the new contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor's final payment.

15. MAINTENANCE SPECIFICATIONS

A. Required Maintenance Service

- 1) Contractor under this contract will maintain the entire elevator equipment as hereinafter described on the terms and conditions subsequently set forth. Contractor will use trained men directly employed and supervised by him. These men will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.

- 2) Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINES, MOTORS, GENERATORS AND CONTROLLER PARTS, including but no limited to Worms, Gears, Thrusts Bearings, Bearings, Commutators, Rotating Elements, Coils, Contracts, Resistors, Magnet Frames, and other parts.
- 3) These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repairs parts, repair part numbers and source of manufacturer to Rock Hill School District Three as repairs are completed.
- 4) Contractor will keep the guide rails properly lubricated; secured and aligned at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- 5) Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A 17.1 shall be performed when due and in the presence of a District official, or his designee.
- 6) Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
- 7) All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.
- 8) Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:
 - i. Interlocks
 - ii. Car and hatch door operators
 - iii. Car and hatch door hangers
 - iv. Door closers
 - v. Signal systems

B. Schedule of Maintenance Operations:

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum operations to be provided. The successful bidder must recognize that additional service(s) may be required in order to comply with performance evaluation requirements.

The following services are to be performed at least once per quarter or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels.

- 1) Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- 2) Inspect controllers, selectors, selector drives and governors.
- 3) Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.

- 4) Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
- 5) Clean and lubricate direction and accelerating switches
- 6) Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- 7) Clean hoistway pits and inspect equipment in them.
- 8) Inspect working parts of all governors for free operation.
- 9) Inspect all doors operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- 10) Check retiring cam operating and make necessary adjustments or corrections.
- 11) Examine all wire ropes and fastenings. Check and adjust rope tension.
- 12) Examine traveling cables for wear and position.
- 13) Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- 14) Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
- 15) Lubricate selector drive screws and guides and clean contacts if necessary.
- 16) Clean and lubricate automatic slow down and stopping switches on top of cars.
- 17) Clean car position indicators, adjust if necessary.
- 18) Inspect, clean, and lubricate car guides (unless roller guides are used).
- 19) Check car fan motors for proper operation.
- 20) Inspect drive and secondary sheaves, clean if required.
- 21) Check bearings for proper operation and wear.
- 22) Examine machine gear teeth for cutting or noise.
- 23) While riding on top of cars, physically check condition and operation of door locking equipment.
- 24) Perform electrical test of door interlock circuits
- 25) Examine door locks and door closer equipment. Clean door channels.
- 26) Examine car and counterweight guide shoe and fastenings.
- 27) Renew gibs or rollers when necessary. Lubricate sliding guide shoes
- 28) Remove car station cover blow out, clean or lubricate switches and buttons.
- 29) Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
- 30) Thoroughly examine and clean starter and control panels.
- 31) Check, clean and adjust operation of slowdown and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
- 32) Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- 33) Blow out and vacuum controller motors and M.G. sets.
- 34) Check machine gear oil, seal any oil leaks, examine gear teeth and refill with fresh oil as necessary.
- 35) Check and clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary.
- 36) Clean and lubricate hatch door hanger tracks and door arms.
- 37) Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.
- 38) Clean rains, hatch walls, car top, pit, overhead sheaves and beam. Check bracket bolts for tightness.

39)*Perform annual no load safety test.

40)All parts subject to rust will be painted as required to maintain a presentable appearance.

41)Check to be sure the car light and alarm system operate when an emergency power as per ANSI A17.1, Rule 211.

*Item mm will not be required monthly, but as stated.

C. Performance Requirements

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of his representative that those standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of Rock Hill School District Three.

The following are performance levels which are a part of the original design and which shall be maintained at all times:

- 1) Current speed of all elevators, dumbwaiters and escalators (as applicable) shall be maintained, and brake to brake flight times shall also be maintained.
- 2) Leveling accuracy of all elevators shall be maintained at all times.
- 3) Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each floor.
- 4) Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- 5) Variable car and hall door open times shall be maintained or adjusted as may be requested by Rock Hill School District Three.
- 6) Emergency fire service operation shall be periodically (minimum quarterly) tested to be sure it is functioning properly as required by ANSI A17.1 and the South Carolina Building Code.

D. Spare Parts

To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have and maintain on the job, in metal cabinets furnished by him, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. **Used part or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.**

- 1) Additional provisions
 - i. Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery.

- ii. Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees.
- iii. If renewal or repairs are required due to no fault of the contractor, the contractor will obtain approval from Rock Hill School District Three before any repairs are made, giving an estimated cost to complete the renewal or repair.
- iv. If a disagreement arises between the contractor and facility official or designee, Rock Hill School District Three shall be contacted and they will be the determining authority as to the disagreement between the two parties.
- v. The price bid herein contemplates routine service
- vi. Work to be done during regular working hours on regular days of the trades involved.
- vii. If overtime work is requested by the designated authority covering routine work (service work, examinations or repairs) at times other than regular work hours, 8:00 AM – 5:00 PM, Monday – Friday, the Contractor will absorb the hours worked at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate.

SECTION F REFERENCES

References are to be comparable to services described in the RFP

Reference 1

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 2

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

Reference 3

Name	Address	City/ State Zip	Contract Dates
Contact	Title	Phone No.	Email Address
Description of work performed		Contract Amount \$	

SECTION G BIDDER'S FORM

ELEVATOR LOCATIONS & BID SCHEDULE

LOCATION	ELEVATOR DESCRIPTION (all are oildraulic passenger elevators)	QUARTERLY COST	ANNUAL COST
Flexible Learning Center 1234 Sixth Street Rock Hill, SC 29730	Dover, Serial Number E88502	\$	\$
Ebenezer Elem. 242 Ebenezer Avenue Rock Hill, SC 29730	Dover, Serial Number E91123	\$	\$
Northwestern High 2503 W. Main Street Rock Hill, SC 29732	Dover, SN EA9689 Dover, SN EA9690 Schindler, State #46-0270	\$	\$
Rawlinson Rd. Middle 2631 W. Main Street Rock Hill, SC 29732	Dover, SN IEB4988	\$	\$
Rock Hill High 320 W. Springdale Rd Rock Hill, SC 29730	Schindler, State #46-0270 Dover, SN E48761 Dover, SN EB0708 Dover, SN EB0709	\$	\$
Sullivan Middle School 1825 Eden Terrace Rock Hill, SC 29730	Dover SN EB5933	\$	\$
South Pointe High School 801 Neely Road Rock Hill, SC 29730	Schindler, #46-360 Schindler, #46-361	\$	\$
Standard Hourly Labor Rate (negligence or misuse) – as addressed in Section III E-5		\$	/hour
Over-time Hourly Labor Rate (negligence or misuse) – as addressed in Section III E-5		\$	/hour

Performance of ASA A17.1 five-year safety test (contract speed, full load) is required within the period of this contract. Cost for this test will be \$_____

BIDDER'S STATEMENT OF ASSURANCES AND COMPLIANCES

The Undersigned, as a responsive bidder, certifies that the General and Special Conditions of this bid have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid as indicated below:

1. Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document; and
2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices; and
3. Is not guilty of collusion with, other vendors possibly interested in this bid, in arriving at or determining prices to be submitted; and
4. That such agent, as indicated below, is officially authorized to represent the firm in whose name the bid is submitted.

FIRM REPRESENTED	AGENT
Name of Firm:	Signature of Agent:
Street Address:	Printed Name
City & State:	Title
Zip Code:	Date
Telephone No.	Cell No.
Email:	

Minority Vendor Yes _____ **No** _____ **If yes, Certificate #** _____