

	Spartanburg County School District No. 7	Solicitation Number: 22-23-18 Date Issued: May 17 th , 2023 Procurement Officer: Donna Wiggs Phone: (864) 594-6167 E-Mail Address: DBWiggs@spart7.org
	REQUEST FOR PROPOSALS	

DESCRIPTION: **District Wide Elevator Maintenance & Inspection Services**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package.
Solicitation Number & Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO:

MAILING ADDRESS:
 Spartanburg County School District No. 7
 Attn: Procurement Officer
 610 Dupre Drive
 Spartanburg, SC 29307

SUBMIT OFFER BY: **June 15th, 2023 @ 10:00 AM**

QUESTIONS MUST BE RECEIVED BY: **June 7th 2023 @ 10:00 AM**

(please direct questions in writing to Donna Wiggs at DBWiggs@spart7.org)

NUMBER OF COPIES TO BE SUBMITTED: **One paper original with pricing and 5 paper copies without pricing**

MANDATORY SITE MEETING: Date: May 30 th , 2023 Time: 9:00am – 11:00am	LOCATION: See Attachment A for sites and addresses
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AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://spartanburg7.org/procurement
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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 ninety (90) calendar days after the opening date.

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. 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.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership Other _____
 Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____</p> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

	<p>MINORITY PARTICIPATION</p>
	<p>Are you a South Carolina Certified Minority Vendor? Yes _____ No _____</p> <p>If yes, South Carolina Certification # _____</p>

INSTRUCTIONS TO OFFERORS

Spartanburg County School District No. 7 is seeking competitive sealed proposals for the purpose of establishing a contract for district wide elevator maintenance and inspections.

District Seven Schools, located in central Spartanburg County, is comprised of one preschool, seven elementary schools, two middle schools, one high school, and two schools used by all seven Spartanburg County districts. In addition to these thirteen facilities, there is a central administrative office building, a maintenance complex, and a variety of smaller support buildings for transportation, special education, adult education, information technology and storage.

All bidders must submit one (1) original proposal along with pricing and five (5) paper copies without pricing to be used by the evaluation committee.

All proposals must be submitted in a sealed package.

Proposals will be accepted until June 15th , 2023 at 10:00AM.

At that time, each proposal will be opened and the proposers name read aloud. No other information will be announced at that time.

Bidders must attend the mandatory site meeting on May 30th , 2023 to be eligible.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

Sealed bids may be mailed or hand-delivered to:

**Spartanburg County School District No. 7
610 Dupre Drive
Spartanburg, SC 29307**

**RFP #22-23-18
Attn: Procurement Officer**

Electronic bids will not be accepted

All questions must be addressed to Donna Wiggs at DBWiggs@spart7.org. Submitters must not attempt to contact any other member of the District regarding this solicitation.

GENERAL PROVISIONS

A. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal/bid or to procure any good or service.

B. The Procurement Code and Regulations of Spartanburg County School District No. 7 will govern and supersede any and all documents, proposals and policies, whether stated or implied. The Procurement Code can be found at <http://www.spartanburg7.org> under Departments/Procurement Services.

C. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

D. Addenda

This solicitation may be amended at any time prior to opening via an addendum. These addendums will be posted on the District website. All offerors shall acknowledge receipt of any addenda by 1) signing and returning the addendum with offer, 2) by letter or 3) by submitting a bid that indicates the bidder received the addenda (Page 2 of cover sheet).

The District shall not be legally bound by any amendment or interpretation that is not in writing.

E. Affirmative Action

The Vendor shall comply with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, immigrant status, English speaking status, and/or physical handicap.

F. Approval of Publicity Release

The Vendor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Vendor agrees not to publish or cite in any form any comments or quotes from District staff. The Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

G. Authorization and Acceptance

The proposal must be signed by an authorized individual who may bind the Offeror in accordance with the requirements contained in this RFP. It is understood that your proposal is firm for a period of sixty (60) days from the proposal due date.

H. Clarifications

The District reserves the right, at any time after opening and prior to award, to request from any Offeror, clarification, answers to technical questions, or to seek or provide other information regarding the Offeror's proposal. Such a process may be used for such purposes as providing an opportunity for the Offeror to clarify his/her proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

I. Confidentiality

Ownership of all data, material and documentation originated and prepared pursuant to the RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in

proposals will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their proposals remain confidential must visibly mark as “Confidential” each part of the proposal they consider to contain proprietary information.

J. Certification Regarding Debarment and other Responsibility Matters

By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- Offeror and/or any of its Principals 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 offer, 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 in paragraph of this provision. The offeror also certifies that the Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

K. District Closings

If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

L. Vendor Responsibility

The Vendor alone will be held solely responsible to the District for performance of all Vendor obligations under any contract resulting from their proposal.

M. Correction of Errors on the Bid Form

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

N. Insurance

The Vendor shall maintain, throughout the performance of its obligations under the Agreement, 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 Vendor or any of its approved 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. All vehicles that travel on school district grounds must have insurance as required by the State of South Carolina.

O. License and Permits

During the term of the contract, the Vendor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to

accomplish the work specified in this solicitation document and the resulting contract. A copy of your current business/professional license should be included with your proposal documents.

P. Bid Constitutes Offer

By submitting a bid, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

Q. Preparation Expenses

The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the Vendor's response to this solicitation.

R. Rejection/Cancellation

The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

S. Responsiveness/Improper Offers

Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

T. Subcontracting

The successful Offeror will not be allowed to sub-contract any portion of the work to another firm without obtaining prior permission from the District. If any part of the work covered by this solicitation is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District prior to the start of any work. The successful Offeror will also furnish the corporate or company name and the names of the Offerors of any subcontractors engaged by the Offeror.

U. Unlawful Acts

The District interprets a signed proposal document as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the State of South Carolina or United States law.

V. Withdrawal of Response

A proposal cannot be withdrawn after it is filed, unless the respondent makes a written request to the Director of Procurement prior to the date and time set for receipt/opening of the solicitation responses. If the District fails to accept the response or award a contract within sixty (60) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

GENERAL TERMS & CONDITIONS

A. Contract Terms

The term of the contract resulting from this solicitation will be for one (1) year, starting approximately **July 1st, 2023**, with the option to renew for four (4) additional one (1) year periods. The District Chief Finance Officer will have the option of renewing for two (2) additional years. A purchase order will be issued by the District and will represent a contract between the District and the vendor(s).

B. District or School Regulations

The Vendor and his representatives shall follow all applicable regulations while on District property, including the no smoking, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

C. Background Checks

The Vendor and all representatives of the Vendor must have an acceptable background check to enter school property. At a minimum, the Proposer shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Proposer or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agencies as qualified to do so. In addition, the Vendor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the Vendor. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property.

D. Conduct and Actions of Vendor's Employees

The Vendor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
7. Felony

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

E. Drug-free Workplace

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

F. Ethics Certification

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

G. Equal Opportunity

The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, immigrant status, English speaking status, ancestry or physical handicap.

H. Illegal Immigration

The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a “services contract” with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act.

I. South Carolina Law

Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

J. Excess Costs

The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control of both the Vendor and any approved subcontractor(s), and without the fault or negligence of either of them, the Vendor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor(s) were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule.

K. Governing Laws

All documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

L. Indemnification

The Vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of, or through injury (including death) to any person(s) or damage to any property to any location in which work is located arising out of or suffered through any act or omission of the Vendor(s).

M. Purchasing Card

The Offeror agrees to accept payment by Visa (Purchasing Card) for no additional charge. The purchasing card allows the District to make authorized purchases from a vendor without the requirement of issuing a purchase order and allows faster payment to the vendors.

N. Responses

All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All Offerors must be able to meet or exceed any and all requirements.

O. Right to Protest

- (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue.
- (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

P. Save Harmless

The successful Offeror shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trademark, or copyright. Offeror shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the bidder use of material furnished to the Offeror by the District.

P. Termination

The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions. Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

1. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this proposal shall apply.

SCOPE OF SERVICES

Spartanburg School District Seven invites responsive and responsible vendors to submit sealed proposals for quarterly elevator inspections and to perform repairs and maintenance, as needed, for twelve (12) elevators in Spartanburg School District Seven.

It is the intent of Spartanburg School District to enter into a (1) year contract with the option to renew for up to (6) additional years, in one year increments per the General Terms & Conditions, section A. Contract, page 7. This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, parts, trouble call service, testing, reports 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 Elevators.

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

Descriptions of Services/Maintenance:

- 1) Examination of elevators **every quarter** using trained personnel directly employed and supervised by the company. **One of these inspections must take place in April, before the state inspector visit in May.**
- 2) A written detailed report is required of each inspection for each elevator. The report needs to be sent to Donald Smith, Assistant Director of Operations, District Seven Operation Center, 717 Union Street, Spartanburg, SC 29306 for approval before payment is processed.
- 3) All examinations will include, at a minimum, inspection, lubrication, and minor adjustments of the following parts:
 - a) Controllers
 - b) Selectors and relays
 - c) Solid-state components
 - d) Transducers, resistors and condensers

- e) Power amplifiers
- f) Transformers
- g) Contacts, leads dashpots and timing devices
- h) Computer and microcomputer devices
- i) Steel selector tapes
- j) Mechanical and electrical driving equipment
- k) Signal lamps
- l) Position indicating equipment
- m) Door operators, car door hangers and contacts, door protective devices
- n) Loading weighing equipment
- o) Car frames, car safety mechanisms
- p) Platforms, car and counter weight guide shoes including rollers and gibs
- q) Emergency car lighting
- r) Hoist way door interlocks and hangers, bottom door guides and auxiliary door closing devices
- s) Machines, worms, gears, thrust bearing
- t) Drive sheaves, drive sheave shaft bearings
- u) Brake pulley, brake coils, contacts, lining and component parts
- v) Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves
- w) Car and counterweight buffers, guide rails and sheave assemblies
- x) Top and bottom limit switches, governor tension sheaves assemblies and compensating sheave assemblies
- y) Pumps, pump motors, operating valves, valve motors, leveling valves
- z) Plunger packing, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

4) If conditions or usage warrant, elevator contractor will repair or replace the following parts:

- a) Motor brushes
- b) Operating-switch and relay components
- c) Plug-in relays
- d) Special lamps for car and hall fixtures
- e) Special lamps for emergency car lighting
- f) Fuses (except main line disconnect)

Equipment Inspection:

1) It is mandatory that Bidders examine all the elevators and make a thorough evaluation of the equipment designated herein and so certify. A formal site visit walk-through will be conducted by appointment, and bids will be accepted only from Bidders who attend site visits. Your proposal must include a completed copy of Attachment B to be considered responsive.

Please contact our Assistant Director of Maintenance, Donald Smith, at 864-594-4500 to schedule your site visits.

2) The bidder agrees that by its own inspection it has found all elevators covered by this contract to be in suitable condition (meeting original manufacturer’s standards and/or updated or renovated to meet current applicable codes) for it 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 charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract.

3) Should any of the equipment require repairs to place them in an acceptable condition so that the contractor can undertake to perform full maintenance at the contract price quoted, the bidder shall submit a detailed description of the extra work and its cost with its bid. The estimate must show a detailed list of materials and labor, including sales tax. No extra charge or pro-rating of equipment under the service contract will be allowed for these, or any other repairs, after the regular contract service is inaugurated. Spartanburg School District Seven reserves the right to add additional elevators to the contract during the contract term.

If in the opinion of Spartanburg School District Seven such repairs are necessary, the contractor may be required to perform all or part of the repairs prior to establishing a maintenance contract for elevators. 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.

Addition or Deletion of Units to be Maintained:

The elevators to be serviced and maintained under this contract are specified herein (please see Attachment A). Any unit added or deleted by Spartanburg School District Seven 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 the contract.

The School District's Right to Audit Quality of Maintenance:

1) Spartanburg School District Seven may elect to have specific elevators evaluated and tested and witnessed by a neutral party. The contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to the School District to conduct the tests not more frequently than annually.

2) Spartanburg School District Seven may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance contract. These evaluations may be made on a yearly basis during the term of this contract.

3) The independent elevator consultant will issue the results of these evaluations to the School District. If non-compliance items are included in the report, the School District's representative will issue a punch-list to the contractor who shall correct those items within thirty days. If the contractor contends that certain punch-list items are not required or not his responsibility, he may appeal to Spartanburg School District Seven in writing. Upon review, the School District's determination will be final. If punch-list items are not corrected within thirty (30) days, the School District may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from monies owed to the maintenance contractor.

Parts Inventory:

Contractor will maintain either in the elevator machine room or as part of the contractor's examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by contractor to meet the

specific requirement of the elevator units. Any parts replaced under this contract will be **new** parts manufactured or selected by the contractor or with parts refurbished to new standards. Replacement parts stored in the machine room remain contractor's property until installed in the elevator units. Contractor will furnish replacement parts in exchange for the parts replaced. Contractor further agrees to maintain a supply of replacement parts in contractor's local parts warehouse inventory and/or service center, available for express delivery in case of emergencies.

Exclusions:

The following work is excluded from this contract and is not the responsibility of the contractor:

- 1) Services, repairs and/or parts not listed above are specifically excluded. This contract shall **not** cover inspection, lubrication, adjustment or cleaning that requires disassembly. If the district later requests any of these services, the district agrees to pay extra at quoted billing rates.
- 2) Power supply feeders, switches and fuses, unless the equipment causes such failure.
- 3) Repair or replacement of products of combustion detectors for fire recall.
- 4) Car enclosure finishes.
- 5) Buried cylinders and buried piping.
- 6) Other items caused by vandalism by persons other than the contractor, its representative and employees, excluding wear and tear. Contractor shall obtain the Head of Maintenance's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- 7) New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.

Quality Control:

- 1) Contractor will perform an **annual** survey of elevator units to verify that the units conform to operating requirements.
- 2) Contractor will periodically conduct field audits of personnel to maintain quality standards.
- 3) Contractor will employ field engineers that will provide technical assistance, technical information, and code consultation to support contractor maintenance organization.

Safety and Environment:

- 1) Safety Test- Hydraulic Elevators - Contractor will conduct an annual no load test and annual pressure relief valve test.
- 2) Environmental Protection - Contractor shall endeavor to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and its employees, and to comply with all federal and state environmental laws and regulations.

3) Shared responsibility - The district agrees to provide the contractor unrestricted ready and safe access to all areas of the building in which any part of the units is located, and to keep all machine rooms and pit areas free from water, stored materials and debris. The district agrees to provide a safe work place for the contractor's personnel and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

4) If any unit is malfunctioning or is in a dangerous condition, the district agrees to immediately notify contractor. Until the problem is corrected, the district agrees to remove the unit from service and take all necessary precautions to prevent access or use.

5) The district agrees to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any units.

Work Hours:

1) All maintenance procedures will be performed during regular working hours of regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

2) If overtime examinations or emergency minor adjustments call back service are later requested by the district, the district agrees to be charged extra for the overtime bonus hours at contractor's regular billing rates. There will be no charge for the straight portion.

3) The District Maintenance Office shall be notified prior to removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.

4) In the event an elevator is shut down with trapped passengers, contractor shall guarantee a 30-minute response time during 6:00 a.m. to 5:00 p.m., Monday – Friday, and one (1) hour response time from 5:00 p.m. to 6:00 a.m. daily and on holidays.

5) In the event an elevator is shut down without trapped passengers, contractor shall guarantee a 30-minute response time during 7:00 a.m. to 5:00 p.m., Monday – Friday, and two (2) hour response time from 5:00 p.m. to 7:00 a.m. daily.

This contract includes emergency minor adjustment callback services during our regular working hours. **A maximum of two-hour response time is expected.**

Ownership and Licenses:

1) The district shall provide the contractor all applicable wiring drawings.

2) It is agreed that the contractor does not assume possession or control of the units. The units remain with Spartanburg County School District Seven solely as owner and operator. Lessee or agent of the owner or lessee. The district is solely responsible for all requirements imposed by any federal, state or local law, code, ordinance or regulation.

maintenance is generally in the district's interest. This section will be used only as elevator projects become funded.

Materials for updates, repairs or renovations not covered by the contract may be purchased from the contractor. However, the District's procurement thresholds will apply and may require further competition. The contractor will be responsible for recommending and/or specifying materials and acceptable substitution for projects. The contractor must have a purchase order from Spartanburg School District Seven and approval prior to buying anything billable to the School District.

When a project starts, a completion date (defined as all elevators included in an individual project pass State elevator inspection) will be determined based on the contractor's proposed schedule. Liquidated damages will be assessed at the rate of \$500.00 (five hundred dollars) per calendar day the completion date is passed.

Spartanburg School District Seven reserves the right to purchase material and labor outside of this contract for elevator work as determined by the School District as stated herein.

PROPOSAL EVALUATION/AWARD CRITERIA

The award will be made to one Offeror. The Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District. The ranking will be determined by totaling the full points of all evaluations with the highest ranked having the highest number of points, the second highest with the second highest points and so forth. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's quote/bid/proposal has or has not satisfactorily met the requirements of the solicitation. The District is not required to furnish a statement of the reason(s) why a quote/bid/proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP. The award to the successful proposer regarding this solicitation will be posted at the District Office, 610 Dupre Drive, Spartanburg, SC 29307.

Price is to include the furnishing of all materials, equipment, tools, and the provision of all labor and services necessary or proper for the completion of the work as specified in this proposal. The District will not be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable.

For evaluation purposes, the "Price" will be defined and calculated by the District as the sum of the "Total Annual Cost for Inspections and Maintenance/Repairs", hourly rates, and the marked-up price of materials costs on \$2,500 of materials from the "Bid Schedule/Cost Proposal" (Attachment C). The purchase order for the initial year will be issued for the "Total Annual Cost for Inspections and Maintenance/Repairs" from the "Bid Schedule/Cost Proposal".

Evaluation Factors – Proposals

Offers will be evaluated using only the factors stated below. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

- A. Quality of proposal – 30%
- B. Experience, references, and capabilities - 25%
- C. Contractor's ability to comply with RFP requirements and specifications -25%

D. Price – 20%

Negotiations: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, he/she may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third ranked offerors to such level of ranking as determined by the Procurement Officer.

Bid Bond: Not required

Performance Bond: Not required

PROPOSAL CONTENTS

In order to ensure a uniform review and evaluation process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. Any missing documentation will be considered non-responsive.

- 1) Signed Cover Pages 1 & 2
- 2) Executive Summary
 - Provide an executive summary of the firm, no more than 1 page. This letter should clearly and concisely summarize the content of the proposal, as well as give a contact name, phone number and email address to be used during the procurement process.
- 3) Experience and Capabilities
 - Provide a description of the firm's experience in supplying the listed products and services as outlined in the scope of services.
- 4) References (page 18)
 - Provide a minimum of 3 references, including name, phone number, email address and a description of jobs that have been performed for the reference given.
- 5) New Vendor Form (page 19)
- 6) Attachment B completed (page 21)
- 7) **Separate Sealed Envelope – Price Proposal (Attachment C) (pages 22 & 23)**
 - Provide a separate, sealed envelope with the price proposal. The quoted rates and fees shall be valid for the initial term of the Contract and will remain in effect throughout the renewal terms, unless the awarded company submits a request in writing sixty (60) days prior to the end of each term. The District will have sole discretion to approve or deny rate increase requests.
- 8) Attachment D completed (page 24)

Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining. The classification of the entire proposal document, line-item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive.

List References Required Under This Solicitation:

School/Company Name #1 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #2 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #3 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____



NEW VENDOR FORM

Vendor/Company/Entity Legal Name (Must match TIN below) _____

Taxpayer Identification Number (TIN): _____ or _____
Federal Employer I.D. Number Social Security Number

Business Address _____
Street PO Box

City _____ State _____ Zip Code _____

Contact Person _____ Title _____

Telephone _____ Fax _____ Email _____

Federal Tax Classifications (Please select one)

- Individual/Sole-Proprietor/Single Member LLC Corporation – C or S: _____ Partnership
- Limited liability company (C, S, or P): _____ Non-Profit

Indicate number of years firm has been in business under the present name: _____

Principal Activity (Please select one) Labor Material Other: _____

List the principal type of service(s) or product(s) that are being provided: _____

The company’s certified status is a:

- Minority Owned Business (MBE) Woman Owned Business (WBE)

Minority Status of Owner(s)

- African American Asian Aleut Caucasian Female
- East Indian Eskimo Native American Other: _____

Citizenship Status of Minority Owner(s): United States Other: _____

Certified 8(a) by US Small Business Administration Yes No

Certified by the SC Department of Transportation Yes No

Are you licensed to do business in South Carolina, as well as locally, including all business licenses?
 Yes No

I certify that all information provided as part of this certification is true and accurate.

Signature _____ Printed Name _____ Date _____



**Attachment A
Elevator Maintenance & Inspection Service Locations**

RFP #22-23-18

School	Manufacturer / Type	LLR Unit
Meeting Street Academy 201 E. Broad Street, Ste. 110, Spartanburg		4200679
McCracken Middle School #1 50 Emory Road, Spartanburg	Dover Oildraulic Passenger	4200323
McCracken Middle School #2 50 Emory Road, Spartanburg	Dover Oildraulic Passenger	4200408
McCracken Middle School Freshman Academy 50 Emory Road, Spartanburg	Schindler Type Passenger	4200651
Whitlock Flexible Learning Center 364 Successful Way, Spartanburg	Dover Oildraulic Passenger	4200322
Old McCracken Middle School 300 Webber Road, Spartanburg	Dover Oildraulic Passenger	4200321
Pine Street Elementary School 500 South Pine Street, Spartanburg	Dover Oildraulic Passenger	4200434
Drayton Mills Elementary School 1500 Skylyn Drive, Spartanburg	ThyssenKrupp	4200722
Spartanburg High School 2250 East Main, Spartanburg	ThyssenKrupp S1 Athletics	4200763
Spartanburg High School 2250 East Main, Spartanburg	ThyssenKrupp Fine Arts AUD	4200781
Spartanburg High School 2250 East Main, Spartanburg	ThyssenKrupp Front Office P1	4200762
Spartanburg High School 2250 East Main, Spartanburg	ThyssenKrupp Stadium G	4200764

*** Specifications for Meeting Street Academy will be available as soon as possible.***



**Attachment B
Elevator Maintenance & Inspection Service Locations**

RFP #22-23-18

**Mandatory Site Visit Verification Sign-In Sheet
May 30th, 2023
9:00am – 11:00am**

School	Time of Visit	D7 Representative Initials
Meeting Street Academy 201 E. Broad Street, Ste. 110, Spartanburg		
McCracken Middle School #1 50 Emory Road, Spartanburg		
McCracken Middle School #2 50 Emory Road, Spartanburg		
McCracken Middle School Freshman Academy 50 Emory Road, Spartanburg		
Whitlock Flexible Learning Center 364 Successful Way, Spartanburg		
Old McCracken Middle School 300 Webber Road, Spartanburg		
Pine Street Elementary School 500 South Pine Street, Spartanburg		
Drayton Mills Elementary School 1500 Skylyn Drive, Spartanburg		
Spartanburg High School 2250 East Main, Spartanburg		
Spartanburg High School 2250 East Main, Spartanburg		
Spartanburg High School 2250 East Main, Spartanburg		
Spartanburg High School 2250 East Main, Spartanburg		

In order to be deemed responsive to this solicitation, your bid must include this form with the Spartanburg District 7 representative’s initials from each location proving your attendance in the site visits.

**Please schedule your site visits by contacting:
Donald Smith, Assistant Director of Maintenance, 864-594-4500**

**Attachment C
Elevator Maintenance and Inspection Services
RFP #22-23-18**

Bid Schedule / Cost Proposal

School	Maintenance & Inspections / Repairs	
	Quarterly Cost	Annual Cost
Meeting Street Academy 201 E. Broad Street, Ste. 110, Spartanburg	\$	\$
McCracken Middle School #1 50 Emory Road, Spartanburg	\$	\$
McCracken Middle School #2 50 Emory Road, Spartanburg	\$	\$
McCracken Middle School Freshman Academy 50 Emory Road, Spartanburg	\$	\$
Whitlock Flexible Learning Center 364 Successful Way, Spartanburg	\$	\$
Old McCracken Middle School 300 Webber Road, Spartanburg	\$	\$
Pine Street Elementary School 500 South Pine Street, Spartanburg	\$	\$
Drayton Mills Elementary School 1500 Skylyn Drive, Spartanburg	\$	\$
Spartanburg High School 2250 East Main, Spartanburg	\$	\$
Spartanburg High School 2250 East Main, Spartanburg	\$	\$
Spartanburg High School 2250 East Main, Spartanburg	\$	\$
Spartanburg High School 2250 East Main, Spartanburg	\$	\$
Total Annual Cost:		\$

**Prices on repair and maintenance items beyond the scope of this solicitation.
Travel time will be capped at 1 hour per job.**

Percentage markup on materials cost on \$2,500 of materials	%
Mechanic, per hour straight time	\$
Helper, per hour straight time	\$
Mechanic, per hour overtime	\$
Helper, per hour overtime	\$

The District has performed due diligence to identify any pre-existing contracts, however should another unit be determined to be under contract, it will be added to this contract upon termination of the pre-existing agreement.

Do not omit any elevators. A quarterly and annual cost must be provided for each elevator to be considered responsive.

No travel time or fuel surcharges are acceptable under above section.

Company name: _____

Authorized Signature: (same as page 1) _____

Printed Name: _____

Date: _____

By signing the above, authorized signer agrees to honor pricing on Attachment C for life of the contract.
Proposal will be invalid without completion of Attachment C, and signed authorization.

Attachment D
Elevator Maintenance and Inspection Services
RFP #22-23-18

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.
2. Currently complies with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.
3. Is not guilty of collusion with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.
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:	