

County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641 Post Office Box 421270, Georgetown, SC 29442-4200 (843)545-3083 · Fax (843)545-3500 · <u>purch@gtcounty.org</u>

#### **INVITATION FOR BID (IFB)**

#### **Bid #24-062REBID Elevator Maintenance for Georgetown County Facilities**

BID NUMBER: 24-062REBID

**ISSUE DATE**: Friday, November 22, 2024

#### OPENING DATE: Wednesday, December 18, 2024 OPENING TIME: 11:00AM (Eastern NIST)

Pre-Bid Site Inspection: Voluntary – By prior appointment

#### PROCUREMENT FOR: Elevator Maintenance for Georgetown County Facilities

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <u>http://www.georgetowncountysc.org/172/Purchasing</u> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

<b>Purchasing Contacts:</b>	Jennifer Hunt
Phone:	843-545-3083
Fax:	843-545-3500
E-mail:	purch@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



**Intent to Respond** 

#### IFB # 24-062REBID Elevator Maintenance for Georgetown County Facilities

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are <u>not</u> bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.georgetowncountysc.org select "purchasing" and "current bids".

- $\Box$  Our firm <u>does</u> intend on responding to this solicitation.
- $\Box$  Our firm <u>does not</u> intend on responding to this solicitation.

Company Name:
Address:
Contact Person:
Telephone:
FAX:
E-Mail:
Reason if <u>not</u> responding:

#### Please return this completed form to Jennifer Hunt, Senior Buyer

- by e-mail to <u>purch@gtcounty.org</u>
- Or by FAX to (843)545-3500.

[End of Intent to Respond]

#### Time Line: BID #24-062REBID

Item	Date	Time	Location
Date of Issue:	Friday, November 22, 2024	n/a	n/a
Pre-Bid Site Inspection:	By Prior Appointment	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, December 11, 2024	11:00AM ET	n/a
Bids Must be Received on/or Before:	Wednesday, December 18, 2024	11:00AM ET	Electronic
Public Bid Opening & Tabulation:	Wednesday, December 18, 2024	11:00AM ET	Hybrid

\*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

#### IFB #24-062RBID General Requirements

Georgetown County is soliciting sealed bids to procure <u>Elevator Maintenance at County Facilities</u>. This will be a term agreement for a one (1) year base period, with an auto renewal on the anniversary date of up to four (4) additional one-year renewal terms based upon satisfactory vendor performance for a total possible maximum of five (5) years. All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the South Carolina Department of Labor, Licensing and Regulation and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws

### ELEVATOR MAINTENANCE

#### **GENERAL INFORMATION**

**SCOPE:** This bid covers the Georgetown County elevators listed on the attached bid form. Bidders shall have a successful experience in the business of installing and/ or servicing elevators of the type covered by these specifications. Bidders shall have adequate staff to respond to emergency callback service requests within one hour of receipt of call.

#### WARRANTY:

The contractor and/or manufacturer warrants that the goods provided hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency. The length, time, and conditions of warranty information will be given to the Facility Services Manager or designate representative.

**DIAGRAMS, MANUALS, ETC:** The County has schematics, maintenance manuals, etc. for its elevators. All schematics and manuals are the property of Georgetown County and shall not be removed from the site. If the contractor requests copies of any documents, the County will provide them at actual reproduction cost.

The contractor shall provide the County with a set of reproducible wiring diagrams covering all changes, modifications, etc. which take place during the contract term. The diagrams are to be furnished to the County immediately following modifications, at the expense of the contractor.

**<u>REPLACEMENT PARTS</u>**: Repair parts shall be by the original equipment manufacturer (OEM). Equal quality substitutes may also be used if approved by the County. Lubricants shall be those recommended by the manufacturer or an approved equal. Contractors must be able to promptly acquire any parts, which may be required to maintain and repair the elevators on which they are bidding.

**LABOR:** All elevator maintenance shall be performed by qualified elevator mechanics trained to service the equipment on which they will be working. Maintenance services by a helper or apprentice will be allowed only if under the direct supervision of a qualified elevator mechanic.

**<u>INVOICING</u>**: Contractor must agree that all invoices shall reflect the prices and markups established for the items on this contract for all orders placed by the County even though the contract number and/or correct prices may not be referenced on each order. Invoicing shall be monthly after work is performed.

Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. <u>A Purchase order number must be listed on each invoice.</u> Prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

#### All invoices must be itemized showing:

- Contractor name
- remit to address
- Service location (street address, building name, department name, etc.).
- prices per the Contract, itemized so that the service and cost of the service can be identified
- State Department of Commerce registration Tag number <u>and</u> Regulated Object ID number of the elevator serviced.

#### In addition, all invoices for Other Service must show:

- complete service description
- day/date <u>and time</u> service personnel arrived and departed work site
- total number of hours worked
- applicable hourly rate
- Copy of invoice(s) for equipment rental charges and markup (if applicable).
- copy of invoice(s) for materials and parts (provided upon request)

Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

Final payment of any invoice may not be made until the elevator is operating according to specifications and has been accepted by the County.

The state registration number of the elevator, or other elevator identification, the building in which the elevator is located, and the details of the repair must appear on the invoices. Any invoices not bearing the above information may be returned for correction.

**EXAMINATION LOG & OTHER RECORDS:** The contractor is required to have a maintenance book on hand in the elevator equipment room with the various check points that are included in the preventative maintenance program of each elevator. The log should note time spent, parts replaced and deficiencies corrected. All overtime should be noted and all prints updated. Failure to maintain the log shall be construed as failure to perform the services required. Payment shall not be made for any period that the log indicates service has not been performed. All state issued inspection reports must be given to the Facility Services Manager or designated representative.

**OTHER EQUIPMENT AND OUT-OF SERVICE EQUIPMENT:** The County reserves the right to install and initially service newly purchased equipment through the facilities of the manufacturer or other party from whom the equipment is obtained.

If a building is vacant or an elevator unused for a period of time, the County may elect to suspend service on the elevator(s) during this period, and the service billing shall be reduced proportionately. Any new building elevators will be added as needed by addendum.

**EMPLOYEE IDENTIFICATION:** While working on County property, all Contractors' employees shall wear clearly displayed photo identification badges at shirt pocket height showing that they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

**SUPERVISION:** All of Contractor's maintenance service helpers or apprentices shall wear clearly displayed photo identification badges at shirt pocket height showing they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

**POST AWARD MEETING:** Contractors must attend a Post Award Meeting conducted at a time and place designated by the Facility Services Manager. All parties in the Contractor's organization having a supervisory or managerial role in this Contract for elevator/escalator maintenance and repair services shall be in attendance. At this meeting the Contractor shall be prepared to discuss and provide detailed information concerning, but not limited to, the following:

- Prior Notification of Work Start
- Access to Facilities
- Performance
- Completion of Work/Cleanup and returning the worksite to original conditions
- Delivery of materials to Job Site
- Invoicing
- Regular and Overtime Wage Conditions and Rates
- Subcontracting
- Parking

#### **Complete Elevator Maintenance Service Requirements:**

1. The contractor shall regularly examine, maintain, adjust, lubricate and clean the elevators at a time agreeable to the County, and if conditions necessitate, repair or replace parts, indicator lamps, and equipment with the following exceptions:

The repairing, refinishing or replacing of cab enclosures, cab floors, cab door panels, hoistway door panels, frames and sills, hydraulic cylinders, and power switches and feeder to the controller.

- 2. It is expected that the above work will be performed during normal daytime working hours Monday through Friday, excluding holidays.
- 3. When required, emergency callback service shall be provided during the hours indicated on the bid sheet at no additional cost to the County.

Emergency callbacks requested after the hours indicated on the bid sheet and/ or any examinations, adjustments or repairs conducted at the specific request of the County, during overtime hours of the elevator trade shall be paid for at the difference between the regular and overtime rate provided by the contractor's bid.

Response to emergency callbacks, as defined by the County, shall be within one hour after time or call with service technician on site.

- 4. The cost of materials and labor for the installation of any attachments or features required by insurance companies or by governmental authorities, or for any parts of items which may be damaged by vandalism, misuse, fire, theft, water, or an Act of God, shall not be included in the contract price for this maintenance service. However, it is understood that the contractor shall be required to furnish the parts at a cost not to exceed the current market price for the parts and the labor for the installation of the parts at the hourly rates established in the bid.
- 5. The County shall approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each elevator and shall become property of the County.
- 6. If the maintenance level is questioned by the County, the South Carolina Department of Labor, Licensing and Regulation may be called to verify possible negligence on the part of the contractor. If the alleged negligence is verified, the costs of such inspection and corrective action will be borne by the contractor.
- 7. Evaluation standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:
  - A. Door Performance: In evaluating the door performance, complete door opening and closing times will be used. A determination that the doors open and close smoothly without slamming will also be required. Door closing pressures will be maintained in conformance to existing codes. Door reopen devices shall be maintained to operate as originally installed.
  - B. Landing Performance: Landing accuracy shall be plus or minus <sup>1</sup>/<sub>2</sub>", regardless of number of passengers, up to rated capacity.
  - C. Rated Speed Performance: Rated speed shall be maintained within plus or minus 5%.
- 8. Schedule of Maintenance Operations: The following schedule of examination and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes

the minimum of operations and frequency of performance required. The successful contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.

- A. **Service Intervals:** Examination shall be provided monthly. During such examinations the following operations are to be performed, but not limited to:
  - 1. Ride each car; check operation of car and hoistway doors; also acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.
  - 2. Inspect and wipe clean all motors, machines and generators.
  - 3. Inspect controllers, selectors and governors.
  - 4. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
  - 5. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, when necessary.
  - 6. Clean direction and accelerating switches.
  - 7. Clean machine room.
  - 8. Check floors for missing indicator plates, arrows, buttons, etc. and replace where required.
  - 9. Replace or repair all non-functional indicator lamps.
  - 10. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as necessary.
  - 11. Test emergency telephones.
  - 12. Clean hoistway pits and inspect equipment in them.
  - 13. Inspect working parts or all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
  - 14. Inspect all doors operating equipment, belts, chains, or contacts. Clean, lubricate, adjust or replace, as necessary.
  - 15. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
  - 16. Clean car position indicators; adjust if necessary.
  - 17. Inspect and clean car guides. Replace worn and cracked parts.
  - 18. Check and clean car fan motors for proper operation
  - 19. Blow out and vacuum clean controller and motors.
  - 20. Check bearings for proper operations and wear.
  - 21. Examine machine gear teeth for cutting or noise.
  - 22. While riding on top of cars, physically check condition and operation of door locking equipment.
  - 23. Perform electrical test of door interlock circuits.
  - 24. Examine door locks and door closer equipment. Clean door channels.
  - 25. Examine car and counterweight guide shoe and fastening.
  - 26. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
  - 27. Remove car station cover, blow out; clean switches and buttons.

#### **B.** Annual Services:

- 1. Examine, clean with proper solution, and repair as necessary.
- 2. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, re-adjust, repair or replace, as necessary.

- 3. Check, clean and adjust operation of slow down and limit switches.
- 4. Examine all moving parts of governor and safety for free operation. Clean and adjust.
- 5. Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
- 6. Clean and lubricate hoistway door hangers, track and door arms.
- 7. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- 8. Each summer, the vendor shall have a major preventative maintenance program to include all contractors, relays, switches, timing adjustments, electrical and electronics parts, mechanical parts, including door operators, door tracks, hoist motors, indicating lamps, call buttons, and all equipment as originally installed, or approved variations by the County.
- 9. Perform a complete systems check of all logic features and/ or programs as determined by the County.
- 10. Test firemen service operations and emergency power operations in accordance with ANSI A 17.1 safety code for elevators at a time as determined by the County.
- 11. Automatic dialing communication systems that are part of elevator car shall be tested and maintained as originally installed.
- 12. Hydraulic elevators shall be inspected and tested as per ANSI A 17.2.

#### **Elevator Lubrication Services Requirements:**

- 1. The contractor(s) shall, at the prescribed time interval examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governor, solid state components, hall buttons, signals, brake, controller, pump, valves, door operators, door gibs and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hanger, all machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.
- 2. The contractor(s) shall provide as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer. Hydraulic fluid to maintain fluid at level recommendations by the manufacturer will be furnished by the Contractor
- 3. The cost of all parts and labor cost for the replacement or repair of these parts shall not be included in the contract price for the maintenance service. However, it is to be understood that the contractor(s) shall be required to furnish these parts at a cost not to exceed the current market price for the parts. The contractor(s) may be required to furnish the labor for removal and replacement of these parts and for the performance of the safety tests at the hourly rate as established by this bid.
- 4. It is expected that all of the above work will be performed during the normal daytime working hours of the elevator trade. If emergency service is requested by the County, such service shall be performed at the rates established by the contractor's bid.
- 5. The State of South Carolina shall provide or approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each respective elevator.
- 6. The contractor(s) shall immediately notify the County when any parts or components within the elevator system may require repair, modification or replacement.

Should a failure to or in the elevator system occur because the contractor(s) did not notify the County the contractor(s) shall be liable for any and all costs incurred by the County to make the elevator operative.

#### **Overall Basis for Award**

#### Award:

The County will award the bid to the lowest responsive and responsible bidder. In determining responsibility, the County will consider criteria such as, but not limited to: bidder's past performance/references and service capability.

	Location	State Registration Number	Landings	Capacity
1	Historic Courthouse			
	129 Screven St	2200042	3	2000 lbs
2	Historic Courthouse			
	129 Screven St	2200043	2	2500 lbs
3	Dept of Social Services			
	330 Dozier St	2200063	2	2100 lbs
4	GC County Airport Terminal		2	
	201 Airport Rd	2200172	2	2500 lbs
5	Judicial Center			
	401 Cleland St	2200175	3	3500 lbs
6	Judicial Center			
	401 Cleland St	2200176	3	3500 lbs
7	Judicial Center			
	401 Cleland St	2200177	3	2500 lbs
8	Judicial Center			
	401 Cleland St	2200178	3	2500 lbs
9	Detention Center 2394 Browns Ferry Rd	22-00095	2	2100 lbs

#### **Exhibit A- Elevator Specifications**

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#### <u>Instructions for Providers</u> IFB # 24-062REBID Elevator Maintenance at Georgetown County Facilities

# These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

#### 1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

- 2. GCPO reserves the right to reject or deny any requests made by the Consultant.
- 3. Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.
- 4. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Jennifer Hunt, Senior Buyer Post Office Box 421270, Georgetown, SC 29442-4200 Fax: (843) 545-3500 Email: <u>purch@gtcounty.org</u>

- 5. Sealed bids to provide <u>Elevator Maintenance at Georgetown County Facilities</u> shall be received electronically through the County's <u>Vendor Registry</u> webpage <u>https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=80b55190-4fef-4799-912d-3459328cf6f3</u> until the cut-off time shown in the bid timeline on page <u>three (3)</u> of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered <u>NON RESPONSIVE</u>. An official authorized to bind the offer must sign all bids submitted.
- 6. <u>Inclement Weather/Closure of County Courthouse</u>

At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see bid timeline for details concerning location(s) and method. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440. If the County Courthouse is closed, the bid may still be conducted virtually from an alternate location or the bid date & time may be postponed via an issued addendum.

7. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and

time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

8. <u>NON-EXCLUSIVITY</u>

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

- 9. <u>No Bidder may submit more than one bid</u>. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
- 10. Definitions:

a) The terms "Company", "Firm", "Proposer", "Offeror", "Vendor" or "Bidder" refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder.

- b) The term "Maintenance", or "Work" refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms "Owner" and "County" refer to the County of Georgetown, South Carolina.
- d) Where the words "shall" or "must" are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words "should", "may", or "is desirable" are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably that those who cannot.

#### 11. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

- 12. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
- 13. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
- 14. <u>Title VI of the Civil Rights Act of 1964</u>: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <a href="http://www.gtCounty.org/about/faqs.html">http://www.gtCounty.org/about/faqs.html</a>.
- 15. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
- 16. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
- 17. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
- 18. <u>Publicity releases</u>: contractor agrees not to refer to award of any resulting 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 user.
- 19. <u>Material Safety Data Sheets</u>: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
- 20. <u>Ownership of Copyright</u>: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts

necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

- 21. <u>Ownership of Documents</u>: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
- 22. <u>Affirmative Action</u>: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
- 23. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
- 24. Federally Funded Construction Contracts Over \$2,000:
  - a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina available on-line is at: https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=relevance&wdType=dbra&page=1&date filter index=0&inactive filter values=false.
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
- 25. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

#### 26. <u>CERTIFICATION REGARDING DRUG-FREE WORKPLACE:</u>

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

#### 27. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractor s prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

28. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

#### 29. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at <u>www.georgetowncountysc.org</u>, select "Bid Opportunities" from the Quick Links box,

then "View Current Bid Solicitations". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

30. This <u>Invitation for Bid</u> is intended to convey the estimated requirements to provide <u>Elevator</u> <u>Maintenance at Georgetown County Facilities</u> for the <u>Public Services Department</u>, Facility Services <u>Department</u>. The right is reserved to extend the use of this contract to any County Department.

#### 31. TERMS OF AGREEMENT / RENEWAL

The initial term of any resulting contract shall be for a period of one (1) calendar year from the effective date as listed on the contract. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for four (4) additional consecutive terms, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of five (5) years total. Contracts will auto-renew annually at the current rates unless per the below price escalation/de-escalation, proper advance notice is provided to the County and approved in writing by both parties.

#### 32. PRICE ESCALATION/DE-ESCALATION:

Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.

33. <u>Bids must be made on Proposal or Bid Form furnished or will be rejected.</u> Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

#### 34. Insurance

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. <u>General Liability</u>

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. <u>Minimum Limits</u>

General Liability: \$1,000,000 General Aggregate Limit \$1,000,000 Products & Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$50,000 Medical Expense Limit

#### b. <u>Automobile Liability</u>

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. <u>Minimum Limits</u>

Automobile Liability:

\$1,000,000 Combined Single Limit \$1,000,000 Each Occurrence Limit \$5,000 Medical Expense Limit

c. <u>Workers' Compensation</u>

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. <u>Owners' & Contractors' Protective Liability</u>

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. <u>Professional Liability (a/k/a Errors and Omissions)</u>

Minimum limits are \$1,000,000 per occurrence.

- f. <u>Coverage Provisions</u>
  - 1. All deductibles or self-insured retention shall appear on the certificate(s).
  - 2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
  - 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
  - 4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
  - 5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
  - 6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  - 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
  - 8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
  - 9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

#### 35. Workman's Compensation Coverage

Georgetown County, SC will require <u>each contractor and service Consultant</u> to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

#### http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1

#### 36. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

#### 37. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

#### 38. Workmanship and Inspection

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

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

#### 39. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event

payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

#### County of Georgetown Accounts Payable, Finance Dept. P.O. Box 421270 Georgetown, SC 29442-4200 or Emailed to acctpayable@gtcounty.org

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

#### 40. South Carolina Sales Tax

The County of Georgetown, SC is <u>not</u> exempt and pays the appropriate SC sales tax on all applicable purchases.

#### 41. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

#### 42. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

#### a. <u>Termination for Convenience</u>

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

#### b. <u>Termination for Cause</u>

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

#### c. <u>Non-Appropriation:</u>

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

#### 43. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

#### 44. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

#### 45. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

#### 46. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

#### 47. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

#### 48. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay of interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

#### 49. Notice of Award

Either a *Notice of Intent to Award* or *Notice of Award* will be posted to the County's e-procurement webage at <u>https://vrapp.vendorregistry.com/Bids/View/ExpiredBidsList?buyerId=80b55190-4fef-4799-912d-3459328cf6f3</u> and notification sent to all respondents.

#### 50. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. ordinance copy of this can be found on the County website Α at: https://www.gtcounty.org/172/Purchasing. As stated in the ordinance, failure to be awarded a bid shall not be valid grounds for protest.

#### 51. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

#### 52. Firm Pricing for County Acceptance

Unless otherwise stated, bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

#### 53. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

#### 54. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

#### 55. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below: http://www.gtcounty.org/176/Building-Department.

#### 56. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

#### 57. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <u>http://www.georgetowncountysc.org</u>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

- 58. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- 59. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to

promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

- 60. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
- 61. <u>Response Clarification</u>

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

62. Georgetown County, SC has a Local Vendor Preference Option by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.

#### [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #20-32, §2-50 Local Preference,the Georgetown County Purchasing Officer requests each offeror provide Residence Certification.The Local Preference Option provides some restrictions on the awarding of governmental contracts;provisionsofwhicharestatedbelow:

#### Sec 2-50. Local Preference

- 1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
- 2. This option allows the lowest local Bidder whose bid is within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
- 3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
- 4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.

- 5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
- 6. Local preference shall not apply to the following categories of contracts:
  - (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
  - (b) Contracts for professional services except as provided for in section five (§5) above;
  - (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  - (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
  - (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

□ I certify that [Company Name] \_\_\_\_\_

is a **<u>Resident Bidder</u>** of Georgetown County as defined in Ordinance #20-32, (see §1. above) and our local

place of business within Georgetown County is:

□ I certify that [Company Name]

is a **Non-Resident Bidder** of Georgetown County as defined in Ordinance #20-32, and our principal place of business is \_\_\_\_\_ [City and State].

(X) Signature of Company Officer



#### BID FORM <u>IFB #24-062REBID, Elevator Maintenance at County Facilities</u> <u>MANDATORY FORM</u>

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

#### VENDOR CHECKLIST

Except as otherwise indicated in <u>Procurement Ordinance</u> #20-32, the following items below must be returned as part of the Bid Submission package. The Georgetown County Purchasing Officer shall be the sole and final authority in determining responsiveness.

- Residence Certificate for Local Preference
- Bid Form
- Exceptions Page
- Any & All Addendum Acknowledgement Forms (if applicable)
- 1. Name of Company submitting bid: \_\_\_\_\_
- 2. Base Bid:

Item #	Location	(A) Monthly Rate (Per Elevator)	(B) Quantity (# of Elevators per location)	(C) Total Monthly Service Cost ( A x B = C)
1	Historic Courthouse-129 Screven St.	\$	2	\$
2	DSS-330 Dozier St.	\$	1	\$
3	Airport-201 Airport Rd.	\$	1	Ś
4	Judicial Center-401 Cleland St.	\$	4	\$
5	Detention Center-2394 Browns Ferry Rd.	\$	1	\$
Total Monthly Cost (Sum of Items 1 through 5)		\$		

Total Monthly Cost will be multiplied by 12 months annually for total annual cost of the contract.

3. Hourly rate for repairs not covered by maintenance agreement:

	Single	<u>Team</u>
Regular Time (\$/hour)	\$	\$
Overtime (\$/hour)	\$	\$

- 4. Over Time may apply to hours outside our regular business hours of: \_\_\_\_\_
- 5. SC Sales Tax Permit #\_\_\_\_\_\_\_ If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and on the line above, otherwise write "NO".
- 6. Bid cost must remain valid ninety (90) days from bid opening date.
- 7. Number of years your company has been servicing elevators:
- 8. Nearest service location:
- 9. Number of trained technicians available to service Georgetown County elevators:
- 10. Do your local technicians have experience servicing the make of elevators on which you are bidding?Yes
- 11. Do you have timely access to repair parts for the elevators on which you are bidding?
  - Yes No
- 12. What parts do you stock for the elevators on which you are bidding?
- 13. Can you meet the emergency response time listed on the bid?

$\Box \mathbf{Yes} \qquad \Box \mathbf{No}$	Jonse time instea on the old.	
14. Contact Address:		
15. Contact Person		
16. Telephone Number	Fax Number	
17. E-Mail address		

18. Remittance Address:		
19. Accounting Contact		
20. Telephone Number	Fax Number	
21. E-Mail address		

22. List three (3) customer references of similar services to be provided: Georgetown County cannot be listed as a reference.

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of	
Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	

Brief Explanation of	
Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

#### 23. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <u>https://www.epls.gov/</u> for additional information.]

- 24. If the bid is accepted, the required Contract must be executed within fifteen (15) days after receipt of written notice of formal award of Contract.
- 25. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

□Yes □No

26. <u>Acceptance of Invitation for Bid Content:</u> The contents of the successful IFB/RPS are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

#### 27. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

#### 28. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

□Yes □No

- 29. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
- 30. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. <u>24-062REBID</u> were received.

#### 31. MINORITY PARTICIPATION [INFORMATION ONLY]

- (a) Is the bidder a South Carolina Certified Minority Business?  $\Box$  Yes  $\Box$  No
- (b) Is the bidder a Minority Business certified by another governmental entity?  $\Box$  Yes  $\Box$  No If so, please list the certifying governmental entity:

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

□ Yes □ No If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

 $\Box$  Yes $\Box$  NoIf so, what percentage of the total value of the contract will be performed by a minority<br/>business certified by another governmental entity as a subcontractor?%

- (e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
  - □ Traditional minority
  - □ Traditional minority, but female
  - □ Women (Caucasian females)
  - □ Hispanic minorities
  - DOT referral (Traditional minority)
  - □ DOT referral (Caucasian female)
  - □ Temporary certification
  - □ SBA 8 (a) certification referral
  - □ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

32. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at <u>www.procurement.sc.gov</u>) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

33.

#### **INFORMATION ONLY:**

Our company accepts VISA government procurement cards. If yes, list any upcharge for P-Card Payment?

Our company does not accept VISA government procurement cards.

34. Printed Name of person binding bid \_\_\_\_\_

35. Signature (X)\_\_\_\_\_

36. Date\_\_\_\_\_

#### [THE REMAINER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



## **EXCEPTIONS PAGE**

#### IFB #24-062REBID Elevator Maintenance at County Facilities MANDATORY FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the Bid documentation.