

	<p>Rock Hill Schools</p> <p>Invitation for Bid (IFB)</p>	<p>Solicitation Number Date Issued Procurement Officer Phone E-Mail Address</p>	<p>22-2332 June 22, 2023 Lee Faris 803-981-1162 Wfaris@rhmail.org</p>
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### Elevator Testing and Repair

**BID DUE DATE (Opening Date/Time): July 13, 2023 at 10:00 a.m.**

**LAST DAY FOR QUESTIONS: July 06, 2023 at 4:30 p.m.**

**NUMBER OF BID COPIES TO BE SUBMITTED:** one (1) original bid uploaded to Vendor Registry, hand delivered or mailed.

### SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

<b>PHYSICAL MAILING ADDRESS:</b>
<p>Rock Hill Schools Procurement Services 386 East Black Street Rock Hill, SC 29730</p> <p><b>Solicitation Number and Opening Date must appear on the envelope.</b></p>

<b>CONFERENCE TYPE: NONE</b>		<b>LOCATION: N/A</b>	
<b>ADDENDUM(S)</b>	Any addendum(s) will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a>		
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> <li>Bound by the requirements, stipulations, and terms of the solicitation.</li> <li>Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.</li> </ul>			
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)	
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____  (See "Signing your Offer" provision)	

<b>TITLE</b>  (Business title of person signing above)		
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
<p>Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>		
<b>STATE OF INCORPORATION</b> (If offeror is a corporation, identify the State of Incorporation.)		<b>TAX IDENTIFICATION NUMBER:</b>

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>
	<b>E-mail Address</b>			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)		<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)		

### ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

<p><b>Minority Participation:</b></p> <p>Are you a SC Certified Minority Vendor - Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, SC Certification # _____</p> <p>Are you a Non SC Certified Minority Vendor - Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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**SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (WHERE APPLICABLE)**

**GENERAL BID INSTRUCTIONS**

**1. INSTRUCTIONS TO BIDDERS:**

- A. Bids shall be publicly opened at the date and time indicated on **PAGE 1**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed bids shall be uploaded to Vendor Registry, hand delivered **or** mailed to the **Procurement Services Attention: IFB 22-2332** located at 386 East Black Street, Rock Hill, SC 29730. To maintain social distancing, the District encourages bidders who wish to attend the bid opening to do so by conference call.

Bidders may take part by dialing:

Phone Number: 803 -985-3599

Conference ID: 1440403

- B. Bids shall be submitted **NO LATER THAN** the date and listed on **PAGE 1** in the place and manner as described in paragraph 1A above. Bids received after the date and time listed on **PAGE 1** shall be late bids. Late bids shall not be considered for award and will be returned to the bidder unopened.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Procurement Services Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED bids.
- G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"  
The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

- 2. TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
- 3. AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
- 4. BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised. Contractors

and Subcontractors must be licensed, properly trained, and hold all certifications needed by SC Labor, Licensing, and Regulations.

**5. ACKNOWLEDGEMENT OF ADDENDUM(S):**

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder's responsibility to determine whether they have received any or all addendum(s).

**6. AFFIRMATIVE ACTION:** The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

**7. COMMUNICATION WITH PROSPECTIVE BIDDERS:**

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

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

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

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

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

**12. EXCEPTIONS:** Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers

unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

**13. RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

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

**15. SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

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

**17. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Procurement Services website and Vendor Registry.

**18. PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."

**19. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot

(group) basis **or** an “all or none” basis, whichever the District determines to be most advantageous. The award basis is stated in Section B.

Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

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

**20. MINORITY PARTICIPATION:** It is the policy of the District to pursue the goal of at least 10% Small and Minority Business Enterprise (SMBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements.

- a) Outreach – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- b) Good Faith Effort – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- c) Identification and Recruitment – A commitment to coordinate efforts with the Division of Small and Minority Business Contracting and Certification (SMBCC) in the development of potential minority contractor interest.
- d) Monitoring and Reporting – A commitment to measure and report actual SMBE participation.

## TERMS AND CONDITIONS

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

**2. TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.

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

applicable.

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

**3. EXAMINATION OF RECORDS:**

Rock Hill School District has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

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

**5. SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

**6. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

**7. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be



subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

8. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District’s standards for acceptance.

9. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
10. **INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
11. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
12. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
  - Contract number or other authorization for delivery of service or property

- Complete description
- Price and quantity of property or service actually delivered or executed
- Shipping and payment terms
- Labor Costs separate from material costs
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
- All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line

**13. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.

**14. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.

**15. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.

**16. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.

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

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

**19. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Procurement Services Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A

justification of the increase shall be submitted in addition to the index.

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

**21. SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

**22. INDEMNITY:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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

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

- A. WORKERS’ COMPENSATION  
Statutory limits covering all employees, including Employer’s Liability with limits of:  
\$500,000 Each Accident  
\$500,000 Disease - Each Employee

\$500,000      Disease - Policy Limit

- B.      **COMMERCIAL GENERAL LIABILITY**  
Covering all operations involved in this Agreement.

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

- C.      **COMMERCIAL AUTOMOBILE LIABILITY**  
\$1,000,000      Combined Single Limit - Any Auto

**24. WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District's representative.

**25. LIABILITY-** The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

**26. SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

**27. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

**28. UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

**29. FORCE MAJEURE:** Neither the District nor the Contractor shall be liable for any excess costs if failure to

perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

**30. CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:** By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
- b. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
- c. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

**31. CONTRACT DOCUMENT:** This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.

**32. STUDENT AND STAFF SAFETY:** The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statues and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

**33. RHSD3 COVID-19 Guidelines:** Due to Rock Hill School District Three COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

## **SECTION B: INTRODUCTION**

### **INTRODUCTION:**

The Rock Hill School District is seeking a contractor to conduct quarterly testing and do repairs, as needed, for all Rock Hill School District Elevators. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 27-28 and all appendixes** of this IFB shall be submitted with your bid response.

At **10:00am on July 13, 2023** the Procurement Officer or a designee will open all bids received. Questions pertaining to the terms and specifications shall be directed to [Wfaris@rhmail.org](mailto:Wfaris@rhmail.org) . **The bid number must be referenced in the subject line.** The last day for questions is **July 6, 2023 at 4:30 pm.**

### **PURPOSE:**

Rock Hill School District, hereafter referred to as “District”, intends to request bids for Elevator Testing and Repair Services.

### **AWARD CRITERIA:**

Award will be made by to the lowest, responsive and responsible bidder.

## **SECTION C: SCOPE OF WORK**

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

## **SECTION D: APPLICABLE STANDARDS**

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

ANSI A17.1 – Safety Code for Elevators and Escalators

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

S.C. Elevator Code and Regulations

## **SECTION E: SPECIFICATIONS**

### **1. GENERAL CONDITIONS**

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

All elevators under this contract shall be maintained in first class operating condition and must comply with all requirements of the current applicable standards in Section II, all other applicable laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ANSI) code shall be used as a guide to establish that the elevators are operating safely. The Contractor shall provide a full maintenance program in accordance with ANSI standards and Fire Code Act 256 requirements.

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

Service must be scheduled with the District Operations Department. You must call (803) 981-1152 at least 48 hours prior to service to arrange time to meet at each individual school. If representative from the awarded vendor arrives on site without appointment, they will be asked to wait until appropriate personnel can be located. The district will need time to ensure the service will not conflict with state testing requirements or school events.

In regards to notifications regarding safety testing, please refer to section on Scheduled Testing.

#### **1. OWNERSHIP**

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

#### **2. PROTECTION OF PERSONS AND PROPERTY**

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



Contractor shall not be liable for injury or damage to persons or property except those directly due to negligent acts of the contractor or employees of the contractor. The Contractor shall not be liable for any loss, damage or delays due to cause beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious, mischief, or acts of god. In no event shall any party be held responsible for special, indirect or consequential damages.

### **3. ACCEPTANCE OF ELEVATORS – PRE-MAINTENANCE REPAIR**

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

The District reserves the right to have current or pre-existing identified repairs performed by another party prior to turning the elevators over to the contractor for maintenance. The winning bidder must perform a preliminary thorough inspection and identify in writing within 30 days if there are any deficiencies that need to be addressed before the contractor takes over the maintenance and repairs. All deficiencies not reported within that time period are now the responsibility of the new bidder.

### **4. CAPITAL FORECASTING**

The contractor shall evaluate all elevators and provide a condition assessment to include repairs needed and replacement timeline. The assessment should be provided within the first 30 days of the contract.

### **5. WORK NOT INCLUDED IN CONTRACT PRICING**

The following is a list of repair and parts, included but not limited to, that can be billed separately but must be reasonable competitive pricing:

- A. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails and floor coverings.
- B. Replace car guide rails.
- C. Hoistway enclosure, hoistway gates, doors frames and sills.
- D. Repair hoistway structure, including landing sills.
- E. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representative or employees, or by reasons of any other caused beyond the control of the Contractor, except those made necessary by ordinary wear and tear.
- F. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.

- G. Main line power switches, breakers, and feeders to the controller.
- H. Underground and/or buried piping and jack casing.
- I. Replace outer housing of hydraulic jack.
- J. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
- K. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
- L. Emergency power plant and associated contacts.
- M. Smoke and fire sensors with related control equipment not specifically of the elevator controls.

## **6. SCHEDULED TESTING**

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

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

Notifications are required so that the district has time to ensure the service will not conflict with state testing requirements or school events.

## **7. INSPECTION RECORD**

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

Inspection reports need to be uploaded to the district's maintenance request system (currently called FMX) and preventative maintenance record for that service will need to be finalized/resolved. FMX Training will be provided to the contractor as needed.

## **8. ROUTINE SERVICE CALLS**

Non-emergency routine service calls need to be diagnosed within 48 hours. Contractor will provide repair project timelines to the district personnel for those that have an extended timeline. Service hours of operation will be Monday – Friday 7:30 a.m. to 4:30 p.m.

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

If contractor decides to utilize a subcontractor for any service calls, notification must be sent to the district representative (Director of Facilities Services) so they can be properly identified. Subcontractors

must be licensed, properly trained, and hold all certifications needed by SC LLR.

Additionally, the report needs to be uploaded to the district's maintenance request system (currently called FMX) and preventative maintenance record for that service will need to be finalized/resolved. FMX Training will be provided to the contractor as needed.

## **9. OVERTIME PAY AND ADDITIONAL FEES**

District will pay based on the bid hourly rate provided. Overtime pay for a service call or emergency calls is included in this contract at no additional cost to Rock Hill School District Three. Exceptions for overtime will be made only if the emergency repair occurs on a holiday or after hours.

Due to current market trends, no surcharges can be assessed, and the contractor needs to include any charges within their bid package price.

Except for III E-5 (Section for Work not included in pricing), no travel time, mileage, or related expenses will be paid by Rock Hill School District Three under this contract.

## **10. EMERGENCY CALL BACK SERVICE**

Emergency call back service is defined as services required for a critical building which includes buildings with only one (1) elevator which is in service 24 hours. Note: this is per building and not per location. All other buildings will not be serviced on emergency basis unless authorized by the designated representative of the District in charge of the elevator services. (The Director of Facilities Services)

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

## **11. FAILURE TO PERFORM**

The district reserves the right to determine that the contractor is not meeting standards based on job performance and code compliance. The district will provide a 90-day period to become compliant before termination of contract is considered.

The district also reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received from the contractor. The Consultant's recommendation as to the Contractor's responsibility in fulfilling his contract obligation shall be final with approval from Rock Hill School District Three. However, the Consultant cannot recommend that anything be added to the elevator that was not present when contract was awarded. If the Contractor fails to

make immediate correction to elevators as directed by the Consultant through the District, any or all contracts held by the Contractor will be canceled.

## **12. ADDITION OR DELETION FROM UNITS TO BE MAINTAINED**

The elevators to be serviced and maintained under this contract are specified herein. Any unit added or deleted by The Rock Hill School District Three from said list would result in an equitable adjustment to the contract price. If added, the parties will negotiate the price. If a unit is deleted, the price as then in effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

## **13. JOB CONFERENCES**

It may be necessary for the Contractor to be available for a conference on the past month's performance with a representative of the District.

## **14. QUALIFICATION OF BIDDERS**

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

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

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

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

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

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

## **15. CONTRACTOR EMPLOYEES**

- E. Rules and regulations set forth by Rock Hill School District Three.
- F. Shall report immediately any property damage.
- G. Shall not engage in unnecessary conversation with Rock Hill School District Three employees or students.
- H. Shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.
- I. Must check in at the front office of service location with valid state ID.
- J. The Contractor must perform all necessary maintenance and repairs shall wear uniform as provided by the Elevator Service Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat, and clean condition at all times. The technician's uniform shall be the standard color worn by Elevator Service Contractor's employees.
- K. Shall carry identification as prepared by the Contractor. Identification information will include the employees full name, photograph (portrait), company name, address, telephone number, the employee's identification number and the signature and title of the employee's immediate supervisor.
- L. Shall be of good character as decided by the Contractor and Rock Hill School District Three as determined by requested references and work record.

## **16. END OF CONTRACT PERIOD MAINTENANCE**

- M. Shall be instructed to abide by any and all by the end of the contract period. Within the last ninety- (90) days of the contract, bids may be obtained for the next contract period's Elevator Maintenance. All prospective bidders will have the right to inspect the equipment, review the State Elevator Inspection Report and submit a list of repairs and adjustments necessary to place the equipment in first class condition. Any repairs and/or recommendations from the State Elevator Inspection Report shall be excluded from this list. This list shall be submitted to the Rock Hill School District Three with the bidder's bid, and if in the opinion of the District these repairs and adjustments are within the scope of the current contract, the current contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.
- N. In the event the repairs, maintenance and adjustments have not been completed at the end of the contract period, the District reserves the right to contract with the new contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor's final payment.

## **17. MAINTENANCE SPECIFICATIONS**

**A. Required Maintenance Service as defined by SC LLR - Office of Elevators and Amusement Rides**

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

**B. Schedule of Maintenance Operations:**

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

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

- 1) Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- 2) Inspect controllers, selectors, selector drives and governors.
- 3) Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
- 4) Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.
- 5) Clean and lubricate direction and accelerating switches
- 6) Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
- 7) Clean hoistway pits and inspect equipment in them.
- 8) Inspect working parts of all governors for free operation.
- 9) Inspect all doors operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- 10) Check retiring cam operating and make necessary adjustments or corrections.
- 11) Examine all wire ropes and fastenings. Check and adjust rope tension.
- 12) Examine traveling cables for wear and position.
- 13) Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
- 14) Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
- 15) Lubricate selector drive screws and guides and clean contacts if necessary.
- 16) Clean and lubricate automatic slow down and stopping switches on top of cars.
- 17) Clean car position indicators, adjust if necessary.
- 18) Inspect, clean, and lubricate car guides (unless roller guides are used).
- 19) Check car fan motors for proper operation.
- 20) Inspect drive and secondary sheaves, clean if required.
- 21) Check bearings for proper operation and wear.
- 22) Examine machine gear teeth for cutting or noise.
- 23) While riding on top of cars, physically check condition and operation of door locking equipment.
- 24) Perform electrical test of door interlock circuits
- 25) Examine door locks and door closer equipment. Clean door channels.
- 26) Examine car and counterweight guide shoe and fastenings.
- 27) Renew gibs or rollers when necessary. Lubricate sliding guide shoes
- 28) Remove car station cover blow out, clean or lubricate switches and buttons.
- 29) Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.
- 30) Thoroughly examine and clean starter and control panels.
- 31) Check, clean and adjust operation of slowdown and limit switches. Examine all moving parts of

- governor and safety for free operation. Clean and adjust governor and safety for proper operation.
- 32) Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
  - 33) Blow out and vacuum controller motors and M.G. sets.
  - 34) Check machine gear oil, seal any oil leaks, examine gear teeth and refill with fresh oil as necessary.
  - 35) Check and clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary.
  - 36) Clean and lubricate hatch door hanger tracks and door arms.
  - 37) Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.
  - 38) Clean rains, hatch walls, car top, pit, overhead sheaves, and beam. Check bracket bolts for tightness.
  - 39) \*Perform annual no load safety test.
  - 40) All parts subject to rust will be painted as required to maintain a presentable appearance.
  - 41) Check to be sure the car light and alarm system operate when an emergency power as per ANSI A17.1, Rule 211.
  - 42) Perform phone line service test

\*(Item 39) will not be required quarterly but as stated

### **C. Performance Requirements**

It is the intention of this specification that elevator equipment be maintained to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of his representative that those standards are not being maintained, the Contractor will be given fourteen (30) days' notice to restore the performance to the required level.

Failure by the contractor to restore the performance to the required level within the fourteen (30) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of Rock Hill School District Three.

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

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



## **D. Spare Parts**

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

### 1) Additional provisions

- i. Contractor shall not be under any obligation hereunder to make any renewals or repairs except that incidental to the operation of the machinery.
- ii. Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus or car, by persons other than Contractor or his employees.
- iii. If renewal or repairs are required due to no fault of the contractor, the contractor will obtain approval from Rock Hill School District Three before any repairs are made, giving an estimated cost to complete the renewal or repair.
- iv. If a disagreement arises between the contractor and facility official or designee, Rock Hill School District Three shall be contacted, and they will be the determining authority as to the disagreement between the two parties.
- v. The price bid herein contemplates routine service.
- vi. Work to be done during regular working hours on regular days of the trades involved.
- vii. If overtime work is requested by the designated authority covering routine work (service work, examinations, or repairs) at times other than regular work hours, 7:30 AM – 4:30 PM, Monday – Friday, the Contractor will absorb the hours worked at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate.

## **SECTION F: ELABORATION AND CLARIFICATION**

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. If, after examination of the various terms and conditions and requirements of this IFB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder by 4:30PM on **July 6, 2023**, which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response.

Clarification may take the form of written responses to questions or meetings to discuss the IFB and/or the participant's response.

**No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.**

## SECTION G REFERENCES

References are to be comparable to services described in the IFB

Reference 1

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

Reference 2

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

Reference 3

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

## SECTION H      **BIDDER'S FORM**

### ELEVATOR LOCATIONS & BID SCHEDULE

Location	Address	Make	State ID	Serial No.	FMX Tag	Quarterly	Yearly
Flexible Learning Center	1234 Flint Street	Dover	46-156	E88502	Flex Elevator 1		
District Office	386 East Black Street	Thyssen Krupp	46-598		DO Elevator		
Ebenezer Elementary	242 Ebenezer Avenue	Dover	46-94	E91123	EAES Elevator 1		
Northwestern High	2503 W. Main Street	Dover	46-80	EA9689	NWHS Elevator 1		
Northwestern High	2503 W. Main Street	Dover	46-81	EA9690	NWHS Elevator 2		
Northwestern High	2503 W. Main Street	Schindler	46-271	HG44547-01	NWHS Elevator 3		
Rawlinson Rd. Middle	2631 W. Main Street	Dover	46-185	SN IEB4988	RRMS Elevator 1		
Rock Hill High	320 W. Springdale Rd	Schindler	46-270	HG44548-01	RHHS Elevator 1		
Rock Hill High	320 W. Springdale Rd	Nidec	46-107	DS2086	RHHS Elevator 2		
Rock Hill High	320 W. Springdale Rd	Dover	46-108	EB0709	RHHS Elevator 3		
Rock Hill High	320 W. Springdale Rd	Dover	46-163	E48761	RHHS Elevator 4		
Cherry Park Elementary	1835 Eden Terrace	Kone	46-607		CPES Elevator		
Sullivan Middle	1825 Eden Terrace	Dover	46-186	EB5933	SMS Elevator 1		
South Pointe High	801 Neely Rd	Schindler	46-360	A8290-01	SPHS Elevator 1		
South Pointe High	801 Neely Rd	Schindler	46-361	B8291-01	SPHS Elevator 2		

Standard Hourly Labor Rate (negligence or misuse)	
Over-time Hourly Labor Rate (negligence or misuse)	

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

## **APPENDICES**

### Appendix I- Conflict of Interest

## **APPENDIX I: CONFLICT OF INTEREST STATEMENT**

I, \_\_\_\_\_ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement

to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**

**Please check only one box below.**

- ☐ **No known actual or potential Conflicts of Interest are subject to disclosure.**
- ☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Services Director at the same time the law required the statement to be filed.

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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