



Georgetown County, South Carolina
129 Screven Street, Room 202
Post Office Drawer 421270
Georgetown, SC 29442-1270
(843) 545-3083 • Fax (843) 545-3500
E-Mail • purch@georgetowncountysc.org
Website • <http://www.georgetowncountysc.org>

Invitation for Bids

IFB NUMBER: 09-016

ISSUE DATE: Friday, April 4, 2009

OPENING DATE: Wednesday, May 13, 2009

OPENING TIME: 3:00PM (Eastern Time)

Bid Opening Location: Georgetown County Courthouse, Room #201, (Small Conference Room)

Elevator Inspections: (Voluntary: by appointment)

PROCUREMENT FOR: **Elevator Maintenance at Georgetown County Facilities**

Commodity Code(s): 91013

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3631
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

1. Bid Number & Title must be shown on the OUTSIDE of the delivery package.
2. DHL, UPS and Federal Express do NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
3. If this bid was downloaded from the web-site, you must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

David Rodgers

Ann Puckett

Phone

(843)545-3076

(843)545-3083

Fax:

(843)545-3500

(843)545-3500

E-mail:

purch@georgetowncountysc.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 offeror 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.

Time Line: IFB #09-016

Item	Date	Time	Location
Date of Issue:	Friday April 4, 2009	n/a	n/a
Site Visit:	Voluntary by appointment	n/a	n/a
Inquiry Cut-Off Time:	Wednesday April 29, 2009	3:00PM ET	Room 202
Proposal Delivery Cut-Off Time:	Wednesday May 13, 2009	3:00PM ET	Room 202
Proposal Opening & Tabulation:	Wednesday May 13, 2009	3:00PM ET	Room 201

**IFB #09-016
General Requirements**

- 1) Georgetown County, is soliciting sealed bids to procure **Elevator Maintenance at County Facilities.** The resulting contract will be for a one (1) year base period, with the possibility of up to four (4) additional one-year renewal terms based upon satisfactory contractor performance. Georgetown County will place purchase orders as needed.

- 2) Government Standards

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.

- 3) Warranty

The length, time, and conditions of warranty must be attached to or stated in the bid document. In such cases where the location of the successful bidder makes it impractical to perform subsequent warranty and check-up service, it shall be the successful bidder's responsibility to make arrangements with an authorized dealer acceptable to Georgetown County. Generally a dealer over 50 miles from the delivery site will need to make other warranty arrangements.

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.

ELEVATOR MAINTENANCE

GENERAL INFORMATION

SCOPE: This bid covers the Georgetown County elevators listed on the attached bid form. Bidders shall have a minimum five-year record of successful experience in the business of installing and/ or servicing elevators of the type covered by these specifications. **Subcontracting shall not be allowed.** Bidders shall have adequate staff to respond to emergency callback service requests within one hour of receipt of call.

SITE INSPECTIONS: It is the responsibility of bidders to determine the condition of the elevators and the accuracy of the information shown for the elevator prior to submitting a bid. No adjustments to the bid price shall be allowed should the information shown be in error. If examination determines that repairs are required before the bidder will service the unit, the bidder shall submit a separate itemized proposal indicating the cost of the repairs.

Contact names and phone numbers to call to schedule pre bid inspections are as follows:

Herbert Puckett, Superintendent Facility Services **843-545-3328**

Donny Cummings, Building Manager, County Judicial Center **843-833-9349**

DIAGRAMS, MANUALS, ETC: The County has on file drawings, schematics, maintenance manuals, parts lists, etc. for its elevators. All drawings, schematics and manuals are the property of Georgetown County and shall not be removed from the site. Any contractor removing such drawings will be barred from bidding on this or any future County bids. If the contractor requests copies of any documents, the County will provide them at actual reproduction cost.

All prints shall be updated when changes are made (wiring and maintenance diagrams).

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.

REPLACEMENT PARTS: Repair parts shall be by the original equipment manufacturer (OEM). Equal quality substitutes may also be used if approved by the Authorized Representative. 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.

PRICING: Prices quoted shall be firm for the first two years of the contract. Georgetown County shall not pay for transportation and travel costs to and from the job site. Annual percentage increases may be listed in the pricing section of the bid.

INVOICING: 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 and even though the contract number and/or correct prices may not be referenced on each order.

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. 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
- purchase order number
- 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 and Regulated Object ID number of the elevator serviced.

In addition, all invoices for Other Service must show:

- complete service description
- day/date and time 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)

The original invoice must be sent to the **Contracting Agency's** (agency responsible for the elevators and issuing the purchase order) **Billing Contact** address.

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.

OTHER EQUIPMENT AND OUT-OF SERVICE EQUIPMENT: The contract shall cover only the elevators listed in this bid. 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.

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 Contracting Agency's Authorized Representative. 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 and systematically examine, adjust, lubricate and clean the elevators at a time agreeable to the County, and if conditions necessitate, repair or replace parts 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 ½", 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** ~~bi-annually (every six months)~~. 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 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 door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive canes and clocks. 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; motors and motor generator sets.
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, **commutator**, brushes and brush holders of all small control motors and regulators.
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 responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to: cost, bidder's past performance and/or service reputation, service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, total long term cost to the County, and any other relevant criteria listed elsewhere in this solicitation.

Instructions for Offerors
IFB #09-016
Elevator Maintenance at County Facilities

1. Written sealed public bids for a Term Contract to provide **Elevator Maintenance At County Facilities** shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
2. Three (3) copies (one reproducible, unbound original and two photocopies) of bids must be submitted in a sealed envelope and clearly marked as follows:

OFFEROR'S NAME
BID ITEM NAME
BID NUMBER
3. No Offeror may submit more than one bid. 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.
4. Faxed or E-mailed bids will not be accepted by Georgetown County.
5. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office soon as possible.
6. 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.
7. The offeror 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.
8. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
9. 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 reawarded or a new solicitation issued.
10. Affirmative Action: 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 race, color, religion, sex, national origin or physical handicap.
11. Procurement Code Transactions: Non-Construction
- ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) 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 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-
12. Georgetown County has a 2% local vendor preference by ordinance. See the RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE form attached for details.
13. Offerors 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.
14. 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.
15. This RFP covers the estimated requirements for **Elevator Maintenance at County Facilities**. The purpose is to establish a Term Contract with firm pricing and delivery under which the department may place orders as needed.
16. TERMS OF CONTRACT / RENEWAL
- The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. 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. Prices for the first two twelve month periods shall be fixed as included in the Contractor's bid. Prices for

subsequent terms shall be governed by the Consumer Price Index as published by the United States Federal Government. Pricing shall be firm for each contract period.

17. Bid must be completed on the attached Vendor Bid Submittal form to be considered.

18. Deadline For Questions

It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page -2- of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions only must be faxed or e-mailed to:

David Rodgers, Senior Buyer

Fax: (843) 545-3500, or e-mail: purch@georgetowncountysc.org

19. Insurance

The successful offeror 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 offeror, 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 offeror for the duration of the contract period; for occurrence policies.

a. General Liability

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

1. Minimum Limits

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

\$5,000 Medical Expense Limit

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

e. Professional Liability

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

f. Coverage Provisions

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 offeror 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 offeror 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 offeror 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.

20. 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.

21 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.

22. Method of Payment

Upon delivery and acceptance of the equipment the contractor shall submit an invoice, detailing the appropriate charges. Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

23. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays applicable SC sales tax on all purchases.

24. Assignment of Contract

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

25. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) 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. Termination for Convenience

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

b. Termination for Cause

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 thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In case of termination for cause, for any reason whatsoever, the County may acquire, under the terms and in the manner the Purchasing Officer deems appropriate, the goods or services from another source. In addition, the County may hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

26. 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.

27. Applicable Laws

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

28. 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.

29. Basis for Award

Award may be made to the responsible offeror whose proposal will be the most advantageous to the procuring party, price and other factors will be considered.

30. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

31. Protest

Offerors may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

32. Debarment

By submitting a bid, the offeror is certifying that he is not currently debarred by the County from bidding. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

33. Firm Pricing for County Acceptance

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.

34. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid.

35. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

36. 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 offeror 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.

37. Permits

It shall be the responsibility of the contractor to comply with County Ordinances by securing the necessary permits. Contractors working with Georgetown County must secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License.

38. 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.

39. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Purchasing", then "Bids Information" and double click the link under the bid listing.

40. The Offeror hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Invitation for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the IFB Documents. The Offeror further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

41. 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..

42. Response Clarification

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

43. 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.
- (k) Whether the bidder is in arrears to the County on debt or contract or is a defaulter to the County or whether the bidder's county taxes or assessments are delinquent.
- (l) Such other information as may be secured by the County Purchasing Office having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non

responsibility, the Purchasing Officer will so notify the bidder and will have recorded the reasons in the contract file.

44. Vendor Checklist

The items indicated below must be returned as a part of the Bid Submission package:

- Mandatory Bid Submittal Form
- Resident Certification for Local Preference
- Exceptions Page
- Certificate of Insurance must be on file prior to any award.
- Three (3) references of clients for whom you have performed comparable services. Provide a complete address, point of contact, and phone numbers

45. Basis for Award

The County will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the County, price and other factors considered. In descending order of importance, the following factors shall be used to evaluate offers:

- a. **The ability, capacity and skill of the offeror to perform the contract.**
- b. **The quality of performance on previous contracts (see bullet 5 in Paragraph 44 above).**
- c. **Price**

NON-SUBMITTAL OF PROPOSAL RESPONSE

Date _____

David Rodgers, Senior Buyer
County of Georgetown
Post Office Box 421270
Georgetown, SC 29442-1270

Dear Mr. Rodgers:

We, the undersigned, have declined to submit a bid on IFB #09-016 for **Elevator Maintenance at County Facilities** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Offerors

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified offerors/offers unless otherwise specified (as stated above).

Company Name: _____

Printed Contact Name: _____

Authorized Signature: _____

Telephone: _____ Fax Number: _____

E-Mail: _____

Unable to meet bid/proposal specifications because: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE**

MANDATORY VENDOR SUBMITTAL FORM

Pursuant to Georgetown County, SC Ordinance #2008-09 as adopted, §2-50 Local Preference, the Georgetown County Purchasing Officer requests Residence Certification. Ordinance #2008-09, §2-50 Local Preference, provides some restrictions on the awarding of governmental contracts; pertinent provisions of #2008-09, §2-50 are stated below:

Sec. 2-50. Local Preference.

1. During the bid evaluation process, any vendor who meets the criteria for Local Preference will have their bid price reduced by two percent (2%), not to exceed a maximum consideration of \$10,000.00 total. If after the application of the Local Vendor Preference, the vendor is determined to be the low responsive/responsible offeror, they will receive the award. The award price will reflect their original amount before the Local Vendor Preference was applied.
2. A vendor shall be deemed to be a resident of this County 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.
3. In the event the procurement is to be made pursuant to State or Federal guidelines that shall prohibit or restrict local preference on services provided by prime contracts or subcontractors in the construction industry, then in such circumstances there shall be no local preference.
(Ord. No. 95-22, 7-25-95)

I certify that [Company Name] _____ is a **Resident Offeror** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

I certify that [Company Name] _____ is a **Non-Resident Offeror** of Georgetown County as defined in Ordinance #2008-09, and our principal place of business is _____ [City and State].

Signature of Company Officer



**MANDATORY BID SUBMITTAL FORM (revised Addendum #2)
IFB #09-016**

Elevator Maintenance at County Facilities

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.

1. Name of Company submitting bid _____

2. Evaluated Bid Price \$ amount from Row 12, Column B of Mandatory Bid Pricing Sheet):

\$ _____

3. Sales Tax _____ Permit # _____

This purchase is subject to: **6% SC Sales Tax**

If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and the amount of tax to be collected on the line above, otherwise write "NO" in both line items.

4. Bid cost must remain valid ninety (90) days from bid opening date.

5. Availability, or number of days after receipt of order: _____

6. **Will your company accept payment for product and services via the South Carolina VISA**

Purchase Card? _____

7. Contact Address: _____

8. Contact Person _____

9. Telephone Number _____ Fax Number _____

10. E-Mail address _____

11. Remittance Address: _____

12. Accounting Contact _____

13. Telephone Number _____ Fax Number _____

14. E-Mail address _____

15. FEIN or Social Security Number: _____

16. Does your individual or company structure require the filing of a W-9 form to the IRS on the part of Georgetown County, SC? Yes No

17. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other entities in Georgetown County who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes No

18. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.

19. RENEWAL OF CONTRACT

The County reserves the right, at its sole option, to renew this contract for up to four (4) additional terms. Pricing for the 3rd, 4th and 5th year terms shall be based on the Consumer Price Index (CPI-W) as published by the United States Bureau of Labor Statistics. Will you honor the CPI for future term pricing?

Yes No

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.

20. MINORITY PARTICIPATION

Is the bidder a South Carolina Certified Minority Business? Yes No

(a) Is the bidder a Minority Business certified by another governmental entity?

Yes No

If so, please list the certifying governmental entity: _____

(b) 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? _____%

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

Yes No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?

_____ %

(d) 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.)

21 ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) 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 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]

22. Printed Name of person binding bid _____

23 Signature _____

24 Date _____

Exhibit A- Elevator Specifications

	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 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	Rice Museum 633 Front St	2200070	3	2000 lbs

Key to Pricing Page:

CM- Complete Maintenance

LUBE- Lubrication & Examination

S- Semiannual Service

A- Annual Service

8- 8 hour callback at no additional cost

Exhibit B- Mandatory Submittal - Pricing Form

COL	A	B	C	D	E	F	G
	Location	Year 1 Monthly Service Cost	Year 1 Annual Service Cost	Total year one service cost	Year 2 Monthly Service Cost	Year 2 Annual Service Cost	Total year two service cost
1	Historic Courthouse 129 Screven St	\$	\$		\$	\$	
2	Historic Courthouse St	\$	\$		\$	\$	
3	Dept of Social Services 330 Dozier St	\$	\$		\$	\$	
4	County Airport Term 201 Airport Rd	\$	\$		\$	\$	
5	Judicial Center 401 Cleland St	\$	\$		\$	\$	
6	Judicial Center	\$	\$		\$	\$	
7	Judicial Center	\$	\$		\$	\$	
8	Judicial Center	\$	\$		\$	\$	
9	Rice Museum 633 Front St	\$	\$		\$	\$	
10	Yearly Cost for each service (Sum Rows 1-9) x 11 for columns B & E	\$	\$		\$	\$	
11	Total Year 1 (Sum of Row 10 Cols B & C - enter total \$ in Row 11, Col D) Total Year 2 (Sum of Row 10 Cols E & F - enter total \$ in Row 11, Col G)			\$			\$
12	Evaluated price (Sum of \$ amounts in Row 11 Cols D & G)	\$					

QUESTIONNAIRE

Name of company: _____

Number of years your company has been servicing elevators: _____

Nearest service location: _____

Number of trained elevator technicians available to service Georgetown County elevators: _____

Do your local technicians have experience servicing the make of elevators on which you are bidding?
 _____ yes _____ no

Do you have timely access to repair parts for the elevators on which you are bidding?
 _____ yes _____ no

What parts do you stock for the elevators on which you are bidding?

Can you meet the emergency response time listed on the bid?
 _____ yes _____ no

List three references for which you are providing similar maintenance services. Include company, contact name and phone number.

1. _____
2. _____
3. _____

Hourly rate for repairs not covered by maintenance agreement:

	<u>Single</u>	<u>Team</u>
Regular Time:	\$	\$
Overtime:	\$	\$
Sundays & Holidays:	\$	\$

Percentage increase for subsequent contract years beginning in:
 _____% for 2011 _____% for 2012 _____% for 2013

EXCEPTIONS PAGE

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