

STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

RFP#26-16

PROJECT: Elevator and Handicap Lift Service County Wide
PROJECT DESIGNER: Michael Kowaluk, Safety Officer

USING AGENCY: Buncombe County Schools

ISSUE DATE: May 31, 2016

Proposals subject to the conditions made a part hereof will be received until **4:00 p.m., Wednesday, June 15, 2016**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

SEND ALL PROPOSALS DIRECTLY TO ONE OF THE ADDRESSES AS SHOWN BELOW:

Buncombe County Schools, Purchasing Division
175 Bingham Road, Asheville, NC 28806

FAX: (828) 251-1730 (fax is not guaranteed, call to confirm 828-255-5890)

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to:

Bidding and document questions: Ron Venturella, Purchasing Officer Phone: 828-255-5891
Specification/technical questions: Michael Kowaluk, Safety Officer Phone: 828-350-2291

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THE PROPOSAL FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

PROPOSAL FORM

Elevator and Handicap Lift Service County Wide

RFP#26-16

DUE DATE: 6/15/16 4:00PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 30 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

OFFEROR: _____

Year 1 – Monthly Pricing (Total for 48 units) \$ _____

Year 1 – Annual Price (monthly x 12 months) \$ _____

Regular working hours \$ _____ per hour / per mechanic (rate x 50 hours) \$ _____

Overtime working hours \$ _____ per hour / per mechanic (rate x 25 hours) \$ _____

Koontz Intermediate KDL drive upgrade (one time charge) \$ _____

Eblen Intermediate KDL drive upgrade (one time charge) \$ _____

Grand Total (To be used in cost evaluation – 60%) \$ _____

PROPOSAL FORM CONTINUED ON NEXT PAGE

NOTE: THE PROPOSAL FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

PROPOSAL FORM

Elevator and Handicap Lift Service County Wide

RFP#26-16

DUE DATE: 6/15/16 4:00PM

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FED ID No: _____ Type & License #: _____

E-MAIL: _____ MBE Status: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

BY: (Signature) _____ TITLE: _____

DATE: _____ (Typed or printed name) _____

END OF PROPSAL FORM

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.
15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** Offeror's may call the purchasing division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandoc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.
- In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *15 days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.

18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.

20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT
NC State and Local Sales & Use Taxes Paid

Buncombe County Schools

CONTRACTOR: _____ PO#/RFP# _____

Address: _____ For Period: _____

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure, and all of the required sales and use tax have been paid. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of
_____, 20____

Signed

Notary Public

My Commission
Expires: _____

Print or Type Name of Above & Title

Seal

NOTE:
This certified statement may be subject to audit.

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased :
- c. the project for which the property was used:
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

SCOPE:

Work shall consist of furnishing all labor, materials, equipment and services, incidental and implied, for the completion of the Elevator Maintenance & Inspections on a monthly basis at the enclosed schools located within the Buncombe County Schools system. Successful Contractor must also be available to assist with elevators, lifts, etc. that are not listed as monthly inspection items. All items not specifically mentioned in the specifications, but which are obviously required to complete the monthly maintenance, shall be included automatically.

QUALIFICATIONS:

All bidders are required to provide references and previous jobs/projects that have been performed of this nature. Along with any licensing required by North Carolina Department of Labor regarding servicing or operation of elevators.

INSURANCE:

The Contractor shall not commence work under this contract until he/she has obtained all insurance required under these specifications or as required by law, and until the Owner has approved such insurance. This shall include, but not be limited to:

- 1) Workmen's Compensation and Employer Liability Insurance,
- 2) Public Liability Insurance,
- 3) Owner's Protective Liability Insurance
- 4) Builders Risk Insurance. The Contractor shall furnish to the Owner satisfactory proof of carriage of the insurance required.

SAFETY REGULATIONS:

The Contractor shall adhere to the rules, regulations, and interpretations of all state, federal, and local laws that pertain to workers and site safety. This to include OSHA 1910, General Construction, or those regulations mandated by these specifications.

CODES:

All work shall be done in accordance with and shall comply with all State, Federal and local regulations; this shall include NC Administrative Statutes, Code 13, Chapter 5 and the American National Standards for Elevators.

SCHEDULING:

Access to school buildings during the school year is provided from 7:30 am to 4:00 pm, Monday through Friday. Entry after hours or during the summer months must be pre-arranged with the Principal at each facility, or by calling the Maintenance Department at (828) 232-4244. The BCBOE shall not incur any additional costs due to scheduling. All work not included in the standard "Maintenance and Servicing" agreement of this contract shall be scheduled through Mr. Clark Wyatt at Maintenance. Schools are not allowed to approve or request work without first obtaining permission/approval from the Maintenance Department.

WORKERS ON THE JOB:

All workers are to act in a courteous and professional manner while on BOE property. All outside contractor employees must first check in at the main office prior to starting any work and continue to check in each day they are at the school per the Buncombe County Schools Safe Schools directive. All workers shall be expected to sign in upon entering the building for any reason, and is required to wear ID badge from employer, as well as contractor ID provided at facility. Any

employee of the Contractor may be told to leave the property by either the Principal or the Safety Engineer if they do not follow these procedures. The employee shall be replaced at no cost to the Owner.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

E-VERIFY:

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

IRAN DIVESTMENT ACT:

North Carolina Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.

EQUIPMENT and TOOLS:

The Contractor shall use no equipment or tools, which are owned by the BCBOE. Also, no employees of the BE shall be utilized by the Contractor except for opening locked gates/doors and giving directions. Questions of a technical nature shall be directed to the Safety Officer, Mr. Mike Kowaluk at (828) 232-4244.

MATERIALS:

No materials shall be stored on site, and the BCBOE is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the demolition shall be included in the bid.

CLEAN-UP:

The area of work shall be cleaned so that the BOE shall not incur any additional costs to make the area suitable for the educational process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the BOE. All trash and debris shall be properly disposed of off the property.

PERFORMANCE OF WORK:

All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of the same. THE CONTRACTOR AT NO COST SHALL DO ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER, AGAIN TO THE OWNER.

NO EXCEPTIONS!

Contractor must adhere to the guidelines within these specifications; failure to do so will result in default of payment by the BCBOE. **TRAVEL AND ASSOCIATED COSTS MUST BE INCLUDED IN THE MONTHLY BID PRICE. THERE WILL BE NO ALLOWANCES FOR ADD-ONS IN THIS AREA!**

PROJECT BACKGROUND:

The elevators are utilized on a daily basis for reasons of accessibility and convenience. As such, the importance of the elevators demands that they be maintained in satisfactory and safe operating condition at all times.

CONTRACT PERIOD:

The contract period will be for a period of three (3) years with the first year set price and additional years (2 & 3) possible contract increase of a maximum of 5% per year. The increase request must be justified for materials/labor or combination thereof and submitted in writing to BCS Purchasing for approval. If awarded, this contract will become effective July 1, 2016. Buncombe County Schools will confirm the execution of such option periods by issuance of a purchase order each year.

PROJECT DESCRIPTION:

The purpose of this Contract is to receive a regular maintenance program on all school elevators in accordance with these specifications. All elevators under this Contract shall be maintained in first class operating condition and must comply with all requirements of the current American Standard Safety Code for elevators, ANSI A17.1, ANSI Inspection Manual, ANSI A17.2, and all other applicable laws, regulations, ordinances, codes, etc. The American National Standards Institute (ANSI) code shall be used as a guide to establish that the elevators are in safe operating condition. A complete list of elevators to be serviced under this Contract is attached to these specifications. The scope of this contract shall not be construed to restrict the Owner from taking all action necessary to assure safe, economical operation of all elevators, nor shall such action remove responsibility from the Contractor.

TECHNICAL PROVISIONS & SPECIFICATIONS:

1. General: The following list of work items is merely a guide and does not in any way relieve the Contractor of his responsibility in the proper maintenance of all elevators. Contractor shall accept all elevators in their present condition. Each time work of any kind is performed, the Contractor shall record such work in an electronic elevator maintenance log which may be viewed via on line by the Owner for each unit.
2. Monthly Inspections: All elevators shall be inspected once per month. A representative from Buncombe County Schools Maintenance department shall accompany the Contractor on at least one regular monthly inspection, per elevator, per year. During this inspection the Contractor shall accomplish all lubrications, adjustments, minor repairs, and replacement of defective minor parts and other services as described within these Specifications.
3. Semi-Annual Inspections: All handicap lifts shall be inspected twice per year. It shall be the responsibility of the Contractor to establish the inspection schedule and obtain its approval as to when inspections are made.
4. Annual Inspections: Annual Inspections (pressure tests) shall be performed as indicated on the enclosed elevator inventory. It shall be the responsibility of the Contractor to establish the inspection schedule and obtain its approval as to when inspections are made.

4. Lubrications: Clean, if necessary, and lubricate, if required, according to the following schedule:

a. At Each Monthly Inspection: Sleeve bearings, governor tail sheaves, roller bearings, car door hangers, secondary sheaves, selector segments, guide and counterweight rails, selector guides, car door mechanism, mechanical leveling and stopping switches, guide shoes, car station, mechanical dials, slow-down and limit switches, hatch door hangers, and wire ropes.

5. Repair Parts: Furnish and install as required at no extra cost to the Owner, the following parts or materials as needed:

- a. Including but not limited to hydraulic valves, hydraulic pump, hydraulic power unit motor, controller relays, controller boards, drives, hoist machine, motor starters, hydraulic oil, indicator lamps, car and hall signal fixtures, operating controls, controller coils, door interlock parts, door roller and gibs, door operator motor and boards, door operator and/or pump drive belts, jack packings, car roller/slide guides, oils, greases, and other similar materials. Contractor shall use only materials recommended by the manufacturer of the elevator concerned.
- b. Contractor shall have in his stock a reasonable variety and quantity of parts and materials for each elevator so that loss of service time for elevators shall be kept to a minimum.

6. Regular Maintenance:

- a. Examine all safety devices at each monthly inspection.
- b. Replace or repair indicator lights and readouts when they fail.
- c. Check tensions of all hoisting cables and equalize same at each monthly inspection. Make all necessary minor adjustments at each inspection, such as correcting errors in leveling, door speeds, compound and smooth approach and departure of each car from the landings.
- d. Clean door tracks at each monthly inspection.
- e. Maintain in proper operating condition all push buttons; call stations, indicators, and indicator lamps, and all other elevator signals and operating controls at each monthly inspection.
- f. Check tension, condition and alignment of drive belts and jack packing on hydraulic units at each monthly inspection.
- g. Clean car top, overhead sheaves and hoistway walls and pit as necessary to ensure that there is not an excessive build-up of dirt and dust and that spare, or old parts are not stored in the hoistway or on top of the car.
- h. Perform all required safety tests as they become due, INCLUDING ANNUAL SMOKE TESTING.
- i. Rupture valve tests shall be verified and performed at frequencies designated by the regulatory agency.

- j. A representative of the Contractor shall accompany the North Carolina Department of Labor (NCDOL.) Elevator Inspector at each safety inspection, the frequency of which will be determined by the State of North Carolina.

7. Extra Work:

Where repairs are to be made which are not covered by the agreement, the contractor and the owner's representative shall examine the damaged or worn part together and the contractor shall submit to the owner their price covering labor and material for executing the work. This quotation shall include a breakdown of labor and material on the work to be done. All extra work shall conform to the provisions of this contract and shall be accomplished only after the proposal has been approved by the owner. When emergency repair is necessary, the contractor shall notify a duly authorized representative of the owner as to where the emergency services are needed, as soon as possible.

8. Performance Requirements:

- a. Contract speed of all elevators shall be maintained, and brake flight times shall be maintained as originally installed.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times on all hoistway and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each door.
- d. Light ray devices shall be operable at all times under normal conditions.
- e. Variable car and hall door hold open times shall be maintained in accordance with original designs. Deviations from this will not be permitted.
- f. Emergency fire service operation shall be tested on a monthly basis for proper operation as required by ANSI A17.1 and the North Carolina Building Code.

9. Spare Parts:

- a. To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have 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/specifications.
- b. Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

SPECIAL CONDITIONS:

- 1. Routine Maintenance and Service:

- a. Routine service work and preventative maintenance work to be done during regular working hours on regular working days of the trades involved.
- b. If overtime work is requested by the owner for routine work (routine service work or preventative maintenance) to occur at times other than regular work hours, 8:00 am – 4:30 pm, Monday through Friday, the contractor will absorb the hours worked at single time rates, and the owner will compensate the contractor for overtime bonus only at the contractor's overtime rate.

2. Emergency Call-back Service:

- a. The offeror shall furnish twenty four (24) hour call-back service for each elevator without additional cost to the owner. Emergency call-back service shall be furnished within ninety (90) minutes after notification. Materials or equipment required for emergency call-back service are to be furnished in the same manner as for regular service herein specified.
- b. Scope of Emergency Call-back Services includes entrapment of individuals, repairs due to equipment malfunction or breakdown, or any other issue that renders elevator unusable.

3. Elevator Service or Repair:

- a. Each time an elevator is serviced, whether emergency or regular, an email shall be submitted to the owner's representative office after servicing is complete. This report shall cover all work done at the time of the servicing by submitting a scanned copy of the service WO. Additionally, the contractor shall have an on-line reporting system that the owner's representative can view all work performed, callout history, open invoices, and have the ability to place a service request.

4. Exclusions

- a. Contractor is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions, prior water exposure, rust, fire, explosion, misuse, vandalism, theft, or any other cause beyond contractors direct control. Contractor agrees to maintain the existing performance as designed and installed.
- b. Refinishing, repairing, replacing, or cleaning of the: car enclosure; door panels; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping.

5. Report of Vandalism:

- a. The contractor shall immediately report any and all damages suspected to be a result of vandalism.
- b. Vandalism is considered any damage to elevator equipment due to negligence, accident, or misuse of machinery, apparatus or car, by persons other than contractor or their employees.

6. Obsolesce

- a. A component may become obsolete during the term of this Agreement. Obsolete components are not covered. Contractor will provide owner with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the owner's expense. The component that replaces the obsolete components is covered under this contract.

7. Obsolete Upgrade

- a. The drives in the KONE elevators at Koontz Intermediate and Eblen Intermediate are obsolete. As part of this bid package, the contractor will provide a separate line item price to upgrade the two existing drives. The existing KONE V3F drive, which is obsolete, will be upgraded to a new KONE KDL drive (no substitutions will be allowed). The parts are available through KONE Spares. This work must be completed within the first 30 days of the contract.

ELEVATOR INVENTORY:

A current inventory of elevators is included as Attachments A to this solicitation.

All information included in the elevator inventory provided as an attachment to this solicitation is based on the best information available at the time of this solicitation. Buncombe County Schools does not guarantee the accuracy of this information. The offeror shall verify through the State of North Carolina Department of Labor (public information website) and update the inventory as part of the service requirements of this solicitation.

RESPONSIBLE BIDDERS:

It is the intention of Buncombe County Schools to award to the lowest responsible bidder. To be considered responsible a bidder must provide the following information along with their bid.

1. A statement that the offeror is regularly engaged in the business of installing, and/or servicing elevators of the type and character of equipment covered by these specifications.
2. A complete description and location of the nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following terms:
 - 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, showing a complete list of parts, equal to, or better than original manufacturer's parts, on hand of the same type and specifications as used on the elevators covered in these specifications.

- c. A description of any other factors concerning the bidder's maintenance program, personnel, and service facilities that will substantiate the offeror's ability to properly maintain the elevator in a safe, dependable manner.
- d. The offeror shall have sufficient financial and personnel resources to successfully provide the scope of services described herein.
- e. The offeror shall have a demonstrated experience in performing similar services on equipment of similar type, age and condition as described herein.
- f. The offeror shall have a demonstrated an understanding of and experience with all applicable code-related certification and reporting requirements for all work described herein.
- g. The offeror shall be experienced elevator maintenance technicians (minimum of 5-years' experience), properly monitoring equipment types included in this solicitation.
- h. A minimum of five references shall be provided on the form provided within the bid document.

Acceptable references shall be for facilities with similar systems, scope, and quantity comparable to Buncombe County Schools' elevators. Reference information shall include client name and current contact information, including phone and mailing address, as well as the type of elevators in use at facility and services provided by the Offeror.

SUBMITTAL OF BIDS:

Bids are to be received no later than 4:00 p.m. on Wednesday, June 15, 2016.

Bids are to be submitted to: Ron Venturella - Procurement Supervisor
Buncombe County Schools
75 Bingham Rd.
Asheville, NC 28806

Bids may be faxed to (828) 255-5923, same deadline.

Questions concerning the specifications or to set up an appointment to view the site, please contact: Mr. Michael Kowaluk - Safety Officer at (828) 232-4244

The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive informalities.

Buncombe County Schools Attachment A

School	Quantity	Elevator Type	Manufacturer	Capacity	Speed	Stops	State ID #	Monthly Cost	Annual Cost
Averys Creek Elementary	1	Handicap	Access Industries	500	10	2	H672		
Black Mountain Elementary	1	Hydraulic	Otis	2,100	100	3	15839		
Cane Creek Middle School	1	Handicap	American Stair Glide	750	10	2	H942		
Emma Elementary School	1	Hydraulic	US Elevator	2,100	100	2	16353		
Enka High School	1	Hydraulic	Montgomery	2,000	125	2	11510		
Enka Middle School	1	Handicap	Access Industries	750	15	2	H1209		
Enka Middle School	1	Handicap	Access Industries	750	15	2	H1210		
Enka Intermediate	1	School to open August of 2016							
Erwin High School	1	Hydraulic	General	2,000	125	3	8313		
Erwin Middle School	1	Handicap	Access Industries	750	10	2	H1716		
Erwin Middle School	1	Handicap	Savaria	750	8	2	H2614		
Erwin Middle School	1	Handicap	Access Industries	750	12	2	H1682		
Erwin Middle School	1	Handicap	Garaventa	500	10	2	H506		
Fairview Elementary School	1	Hydraulic	ThyssenKrupp	2,100	100	2	19986		
Glen Arden Elementary School	1	Handicap	Access Industries	750	15	2	H1171		
Johnston Elementary School	1	Hydraulic	US Elevator / ECC	2,100	100	3	17100		
Leicester Elementary School	1	Hydraulic	US Elevator / ECC	2,100	100	3	18372		
Leicester Elementary School	1	Hydraulic	US Elevator / ECC	2,100	100	3	18371		
Leicester Elementary School	1	Handicap	Access Industries	450	10	2	H198		
North Buncombe High	1	Hydraulic	Dover	2,500	100	2	11598		
Oakley Elementary School	1	Hydraulic	Motion Control	2,500	125	4	16483		
Oakley Elementary School	1	Handicap	National Wheel O Vator	550	9	2	H1878		
Owen High School	1	Hydraulic	Dover	2,500	150	2	14011		
Owen High School	1	Hydraulic	Dover	2,500	150	2	14012		
Owen Middle School	1	Handicap	Access Industries	750	15	2	H2369		
Owen Middle School	1	Handicap	National Wheel O Vator	750	9	2	H584		
Owen Middle School	1	Handicap	Garaventa	450	20	2	H791		
Reynolds High School	1	Hydraulic	ThyssenKrupp	2,100	100	2	21742		
Reynolds High School	1	Hydraulic	Otis	1,500	65	2	8091		
Reynolds High School	1	Hydraulic	Otis	2,000	130	2	8821		
Reynolds High School	1	Hydraulic	ThyssenKrupp	2,500	100	2	21741		
Reynolds High School	1	Handicap	Access Industries	750	15	2	H1410		
Reynolds High School	1	Handicap	Access Industries	750	15	2	H1409		
Reynolds High School	1	Handicap	American Stair Glide	500	10	2	H379		
Reynolds Middle School	1	Handicap	Access Industries	750	12	3	H1717		
Sand Hill Venable Elementary	1	Hydraulic	Dover	2,100	125	2	14975		
T C Roberson High School	1	Hydraulic	Dover	2,100	100	2	24854		
T C Roberson High School	1	Hydraulic	General	3,000	150	2	15451		
T C Roberson High School	1	Hydraulic	General	3,000	150	2	15452		
T C Robertson High School	1	Handicap	American Stair Glide	450	10	2	H190		
Valley Springs Middle School	1	Hydraulic	Dover	2,500	100	2	14157		
Weaverville Elementary	1	Hydraulic	Dover	2,500	125	3	16456		
Weaverville Elementary	1	Handicap	National Wheel O Vator	550	9	2	H723		
Woodfin Elementary School	1	Hydraulic	TKE / Vertical Express	2,500	110	2	26431		
Barnardsville Elementary	1	Hydraulic	TKE / Vertical Express	2,500	135	3	27013		
Eblen Intermediate	1	Traction MRL	KONE	2,500	150	2	27931		
Koontz Intermediate	1	Traction MRL	KONE	2,500	150	2	27932		
Nesbitt Discovery Academy	1	Hydraulic	Canton	2,100	100	2	29318		
Total	48								