

SECTION A

**FAIRFIELD COUNTY COUNCIL
SOLICITATION**

RFB #: **0601 Elevator Maintenance**
 DATE ISSUED: **May 4, 2021**
 Procurement Officer: **Cathy Washington**
 Phone: **(803) 635-1415**
 E-Mail Address: [**cathy.washington@fairfield.sc.gov**](mailto:cathy.washington@fairfield.sc.gov)

SUBMIT OFFER BY: **June 1, 2021/10:00 A.M.**
QUESTIONS MUST BE RECEIVED BY: **May 25, 2021/10:00 A.M.**
NUMBER OF COPIES TO BE SUBMITTED: **1**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 P. O. DRAWER 60
 WINNSBORO, S.C. 29180

PHYSICAL ADDRESS:
 FAIRFIELD COUNTY COUNCIL
 PURCHASING DEPARTMENT
 350 COLUMBIA ROAD
 WINNSBORO, S. C. 29180

CONFERENCE TYPE: Non-Mandatory Site Visit	LOCATION: Fairfield County Governmental complex 2 nd floor conference room
DATE & TIME: May 19, 2021 @ 10:00 a.m.	

You must submit a signed copy of this form with Your Offer. By submitted a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening date.

NAME OF OFFEROR (Full legal name of business submitted the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity(federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME	DATE SIGNED	
Instructions regarding Offeror's name: Any award will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, I.e., a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)		
TAXPAYER IDENTIFICATION NO.		STATE VENDOR NO.

HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

Fairfield County Council
Procurement Department
P. O. Drawer 60
Winnsboro, South Carolina 29180
(803) 635-1415
Fax (803) 635-5969

REQUEST FOR BID

Fairfield County will receive sealed bids from Licensed Elevator Maintenance/Repair Company for various maintenance and repairs to our county elevators.

Specifications and other information may be obtained from the Fairfield County Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina or, by telephoning (803) 635-1415, or website www.fairfieldsc.com.

Sealed bids, clearly marked “**RFB 0601 Elevator Maintenance**” will be accepted on **June 1, 2021, until 10:00 A.M. SHARP** by the Purchasing Department at the above address at that time they will be publicly **OPENED** and **RECORDED INTO THE RECORDS.**

Fairfield County reserves the right to accept or reject any or all proposals, consequently, awarding a bid deeming in the best interest of the County.

ADDENDUM#1 Is reflecting that the bid is for two elevators only. Will not include new building. Please acknowledge addendum #1

Cathy Washington
Procurement Manager

SECTION B

GENERAL BID CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

Proposals shall be publicly opened at **10:00 A.M. (SHARP)** on **June 1, 2021** as indicated in the invitation to Bid and shall be conducted in the “FAIRFIELD COUNTY GOVERNMENT COMPLEX BUILDING, 350 COLUMBIA ROAD, WINNSBORO, and SC 29180, IN THE CONFERENCE ROOM.

- b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Procurement Manager, PO Drawer 60, Winnsboro, South Carolina 29180. Hand carried bids shall be delivered to the Purchasing Department, 350 Columbia Road, Winnsboro, South Carolina 29180.
 - c. Bids shall be submitted no later than **10:00 A.M.** in the place and manner as described in paragraph 1b above and on the date indicated by the invitation to Bid. Bids received after this time is considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the District employees.
 - d. The County shall not accept responsibility for unidentified bids.
 - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Manager or her assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
 - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Procurement Manager to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Department to reseal the bid, both the employee making the contact to the vendor and the district witness present, shall sign, date and indicate the time of sealing on the bid envelope.
 - g. In the event that the Procurement Department is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
 - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than thirty (30) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposes to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
3. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct

from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. BIDDER'S QUALIFICATIONS:

- a. Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

7. ACKNOWLEDGEMENT OF AMENDMENTS TO INVITATION FOR BIDS:

- a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax.
- b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.

8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

9. EXPLANATION TO PROSPECTIVE BIDDERS:

- a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County, in determining the lowest responsible bidder on each of the items, shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Procurement Manager, subject to the approval of the County Administrator, shall award bids by whichever of the following procedures are deemed most appropriate under the circumstances:

- a. Award to the firm whose primary business establishment is physically located:
 1. within the boundaries of Fairfield County; and
 2. within the boundaries of the State of South Carolina.
- b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.

11. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. The County reserves the right to award contracts for a period of thirty (30) days.

12. **INSURANCE REQUIREMENTS:** All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with Fairfield County specifically listed as an additional insured on the policy. All vendors who provide Fairfield County with services will also provide and maintain workers compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.
13. **ACCIDENTS:** The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. **STATEMENT OF COMPLIANCES AND ASSURANCES:** By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
15. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.
16. **FAILURE TO SUBMIT BID:** Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. **EXAMINATION OF RECORDS:**
- a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors’ directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors’ directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
19. **PACKING AND DELIVERY:** All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.

20. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
21. **PATENTS:** The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or un-copyrighted composition, secret process, article or appliance furnished or used under this bid.
22. **INSTALLATION:** Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
23. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
24. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and.
 - Other substantiating documentation of information as required by the contract.
25. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The bidder shall include with his/her bid delivery dates for each item as requested, and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.
26. **SERVICE FACILITIES:** In considering the equipment bid upon, the County shall take into consideration past performance of existing installations, service and maintenance facilities provided by the bidder. The bidder shall have available a local service organization that is trained in the proper servicing of equipment.

27. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Procurement Manager, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day.
28. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
29. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
30. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arise out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
31. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Procurement Manager.
32. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
33. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

34. Documentation contained in Section “D” shall be completed and submitted along with the Proposal.
35. TERMINATION: Subject to the provisions below, the contract may be terminated by the Procurement Manager providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience.
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance 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 provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
36. DEFAULT: In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.

SECTION C

Scope of Work

The Elevator Maintenance Contractor (hereafter referred to as Contractor) will be expected to enter into a service contract with the Fairfield County to perform the work as outlined in this Request For Bid.

These services include but are not limited to the following:

1. Perform routine maintenance and testing that includes examination, lubrication, and minor adjustments.
2. Perform repairs as may be necessary outside of the usual maintenance duties.

The Contractor on an as needed basis shall provide repair service. By seeking bids from contractors, the County does not represent that it will utilize the successful Contractor's services any guaranteed number of times for repairs over the course of the year.

The Contractor agrees to be the County's Elevator Maintenance Contractor for maintenance work on municipal elevators as listed with this RFB. **The Contractor understands that any job, including material and labor, exceeding five hundred dollars (\$500.00) shall be submitted to the Purchasing Agent for review.**

The Contractor must comply with all local and state laws, rules and regulations specifically including those related to elevator maintenance.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by Fairfield County. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected on the Bid Form and as agreed by Contract.

PROJECT SPECIFICATIONS

Scheduled Services

Services provided as part of this solicitation will include regularly and systematically examining, adjusting, cleaning, lubricating as required, and, if the conditions warrant, repair or replace the following:

- a. Elevator machine, motor generator, and control parts including mechanical parts, worms, gears thrust bearings, brake, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, signal lamps, resistance for operating and motor circuits, magnetic frames, controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, and other mechanical and electrical parts -- using only genuine standard interchangeable parts for this purpose, identical or comparable to the original parts installed, to repair the elevator to operate as originally designed, to repair oil leaks and to clean elevator pits regularly.
- b. To keep the guide rails properly lubricated at all times and when necessary to renew guide shoe gibes, or guide rollers to insure smooth and quiet operation.
- c. To equalize periodically the tension on all housing ropes.
- d. To renew all wire ropes as often as necessary and repair and/or replace conductor cables when required.
- e. To furnish lubricants which are specifically prepared and compounded and to apply them in accordance with established preventative maintenance procedures.
- f. To examine, lubricate, adjust and if conditions warrant, repair or replace all necessary equipment.

1. Required Safety Tests. The successful Vendor shall conduct annual pressure tests on all hydraulic elevators. Tests shall be performed as prescribed by existing ANSI/ASME Code specifications at no cost to the County. Contractor shall include all test identification tags and a written report as required by code authority.
2. Contract Renewal and Rates. County reserves the right to extend the agreement for an additional twenty-four month period based on Vendor's performance and upon mutual consent of the parties. Absorption maintenance service rates will be reviewed at the end of the contract term. Documented increases in material costs will be reviewed at this time. Any increase in rates must be approved by the Purchasing Agent.
3. Qualified Service Technicians. Service shall be provided only by qualified, insured service personnel.
4. Insured Personnel. All services provided under this agreement shall be performed by insured personnel, qualified to perform the required services by their education, training and experience, in a competent, efficient, and satisfactory manner.
5. Parts Inventory. Contractor shall maintain a spare parts inventory to enable them to have the State's elevators operational within the least amount of down time. The parts inventory shall include, but is not limited to; relays for individual controllers, fuses, door rollers, door operator drive belts, door gibes, timers, lubricants, hydraulic pump drive belts, valve gasket kits, hydraulic oil, safety switches and elevator selector replacement parts. All parts furnished and installed by Contractor shall be genuine replacement, made specifically for the elevator equipment on which they are being used. No make-shift or substitute parts shall be permitted for making repairs and all workmanship shall be performed in accordance with the manufacturer's specifications.
6. Check-in Meeting. Contractor shall check-in with Maintenance Supervisor prior to performing any scheduled preventative maintenance work, call back, repair or adjustment on the County's elevators. This meeting will allow County personnel the opportunity to provide input to Contractor regarding areas of concern and will insure adequate communication between Contractor and County.
7. Comprehensive Service Reports. Contractor shall provide a comprehensive service report after each scheduled preventative maintenance, call back, repair or adjustment. The report shall include the date, time of arrival and departure, work performed, elevator(s) serviced, defects found and corrected and any recommended corrective action. Service reports will be kept on file at the respective County agency.
8. Accident Investigation – Report. Contractor shall conduct an inspection into any accident and/or injury to any person during the performance of services under this agreement. A report stating the condition of the equipment and any information pertaining to the specific cause of the accident/injury shall be presented to the County within five (5) working days of the incident.
9. Observation of Vendor Work. County reserves the right to send an employee along with Vendor while they perform services under this agreement and to inspect areas where service has been performed prior to approving any service report.
10. Contractor Performance. County reserves the right to perform an annual assessment of Contractor's performance to verify compliance with all requirements of this solicitation. If deficiencies are noted, Contractor shall have thirty (30) days to correct the deficiencies and return a check-off list to State for compliance.
11. Warranty. Contractor shall warranty that all overhaul labor and materials will be free from defects, in materials and workmanship for a period one year from the date of startup of the absorption chiller. Any work, under warranty, that is required to be redone will be performed at the expense of Contractor.
12. Hours of Service. All work covered under this solicitation, except in the case of emergency, will be performed during the hours of 9:00 a.m. to 4:30 p.m., unless prior approval has been obtained from the county.
13. Response Time. **Contractor shall respond to all service calls within twenty-four (24) hours from the time of the call and shall have a service representative at the job-site to perform the required service within this time period.**

14. Vendor Conduct. Contractor shall at all times conduct their work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to insure the protection of persons and property.
15. Protection. Contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the Contractor's responsibility to check with appropriate County personnel to obtain the required approval before moving any equipment and/or other items.
16. Damage. Contractor shall be responsible for any damage by his company during the course of completing his work to any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the County's representative. Contractor shall at his own expense replace any materials damaged to an extent that they cannot be restored to their original condition. Contractor shall be responsible and liable for injury to any life or property during the course of their work. Should a breakdown to County absorption equipment occur due to the negligence of Contractor, the Contractor will be liable for all repair cost.
17. Debris Removal. Contractor shall be responsible for the clean-up and disposal of debris, waste lubricants, solvents, rags and other contaminates in a proper and legal manner. Environmental guidelines shall be followed in disposing of debris, lubricants, solvents, rags and contaminates. Rags shall be removed in a drip proof container and disposed of in a proper trash container. Waste lubricant and solvents shall not be disposed of at the County. Contractor agrees to leave the job site in a clean and orderly condition and to allow the County to inspect all work to ensure it meets with County's approval.
18. Material Safety Data Sheets (MSDS). Contractor shall provide MSDS' for all products used in providing the services outlined under this solicitation. MSDS sheets will be kept on file at the respective County agency.
19. Monthly Service Fee: Monthly Services Fee will be calculated based on the **two elevators** that are listed in the solicitation. The County will keep the successful Contractor informed as changes occur that affect the monthly maintenance fee.

SECTION D

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name () hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner (“Fairfield County”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

OR

2. Employ only workers who:
 - a. Possess a valid South Carolina driver’s license or identification card issued by the South Carolina Department of Motor Vehicles; or
 - b. are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S.C. Code Annotated Sections 56-1-40 through 56-1-90; or
 - c. possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____ By: _____

Title: _____

Section 3 Business Self-Certification

BASIC INFORMATION

1. Company Name: _____

2. Company Address: _____

City _____ State _____ Zip _____ County _____

3. Telephone Number: _____ Fax Number: _____

Email address: _____

4. Contractor's License: Class A B C N/A License Number: _____

5. Business License _____ Number Federal ID Number _____

6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents*; or

Yes No

Attach list of Section 3 owners and income certifications

2. At least 30% of your full time employees include persons that are currently Section 3 residents*, or within three years of the date of first employment with the business concern were Section 3 residents; or

Yes No

Attach list of employees, Section 3 employees, and self certifications

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Yes No

Attach list of subcontracted businesses, types and amounts

VERIFICATION - *The Company hereby agrees to provide, upon request, documents verifying the information provided on this form.*

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative: _____

Signature: Date: _____

Attested by: Date: _____

***Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

BID FORM

RFB 0601 Elevator Maintenance

Firm Represented

Agent

Name of Firm _____

Signature of Agent _____

Address _____

Name of agent _____

City & State _____

Title _____

Zip Code _____

Date _____

Telephone # () _____

Address _____

City & State _____

Zip Code _____

Telephone # () _____

LISTING OF ELEVATORS

<u>LOCATION/DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Administration Building: 350 Columbia Road Winnsboro, SC 29180 1- Elevator Manufacturer- Dover Standard Passenger Hydraulic	12	Month	\$ _____
Fairfield County Courthouse: 101 S. Congress Street Winnsboro, SC 29180 1- Elevator Manufacturer – Park Standard Passenger Hydraulic	12	Month	\$ _____
Total			\$ _____

EXCEPTIONS AND/OR CLARIFICATIONS:

* All prices quoted shall include all delivery charges *

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<p>Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.</p> <p>See “Amendments to Solicitation Provision Amendment No.</p>					

PROCUREMENT DEPARTMENT
FAIRFIELD COUNTY