

 LEXINGTON COUNTY SCHOOL DISTRICT ONE	Lexington County School District One	Solicitation Number: BT2025.13 Date Issued: May 21, 2025 Procurement Officer: Jessica Monts  Procurement Manager Phone: E-Mail Address: 803-821-1109 mmonts@lexington1.net	
INVITATION FOR BIDS			
DESCRIPTION: Provide Vertical Transportation Monthly Inspection and Maintenance as Specified			
<i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.</i>			
SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:			
PHYSICAL/MAILING ADDRESS: Lexington School District One Attn: Procurement Services/Jessica Monts 100 Tarrar Springs Road Lexington, South Carolina 29072			
SUBMIT OFFER BY (Opening Date/Time): 3:00 p.m., June 11, 2025 (See "Deadline For Submission Of Offer" provision)			
QUESTIONS MUST BE RECEIVED BY: 3:00 p.m., June 6, 2025 (See "Questions From Offerors" provision)			
NUMBER OF COPIES TO BE SUBMITTED: One Original			
CONFERENCE TYPE: Mandatory Site Visit DATE & TIME: Shall be scheduled with Sara Davis (803)821-1385; Shall be completed no later than June 4, 2025, 3:00 p.m. (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)		LOCATION: See Section IX. Attachments to Solicitation, Attachment Three: Equipment and Locations.	
AWARD & AMENDMENTS	Award will be posted at the Physical Address above on June 16, 2025. The award, notice of this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.lexington1.net/departments/procurement/solicitations-awards .		
You must submit a signed copy of this form with Your Offer. By submitting 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. (See "Signing Your Offer" provisions.)			
NAME OF OFFEROR: (full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Choose one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporate entity (not tax-exempt) ☐ Tax exempt corporate entity ☐ Government entity (federal, state, or local) ☐ Other _____	
AUTHORIZED SIGNATURE: (Person must be authorized to submit binding offer to contract on behalf of Offeror.)			
TITLE: (business title of person signing above)		(See "Signing your Offer" provision)	
PRINTED NAME: (printed name of person signing above)	DATE SIGNED: 		
INSTRUCTIONS REGARDING OFFEROR'S NAME: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)	

PAGE TWO**(Return Page Two with Your Offer)**

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.) (See "Notice" clause)			
	Area Code:	Number:	Extension:	Facsimile:
	E-Mail Address:			

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
☐ 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)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)

MINORITY PARTICIPATION	
Are you a South Carolina Certified Minority Vendor? Yes _____ No _____	
If yes, South Carolina Certification # _____	

I. SCOPE OF SOLICITATION

OVERVIEW: It is the intent of Lexington County School District One to establish a contract with a qualified contractor to provide Vertical Transportation Monthly Inspections and Maintenance as Specified herein.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT: The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD – ESTIMATED: June 30, 2025 through July 1, 2030. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.lexington1.net/departments/procurement/solicitations-awards> . (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding an award or intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars but less than one hundred thousand dollars, notice of award of a contract will be posted and such notice will be sent to all bidders responding to the solicitation. If the contract resulting from this Solicitation with a total or potential value of one hundred or greater, notice of award will be posted for 10 days before entering into a contract and the notice of award will be sent to all Offerors responding to the Solicitation.

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting

competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
 - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision.

The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws is available at <http://www.scstatehouse.gov/code/statmast.php>. The District's Procurement Code is available at <https://www.lexington1.net/departments/procurement>.

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself including the bid schedule.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Procurement Office or the District Office's mail room which services that Procurement Office prior to the bid opening which is located at the physical address on the first page of the solicitation.

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BOARD – means the Lexington School District One Board of Trustees.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT – means Lexington County School District One.

OFFER – means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

OFFEROR – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

WORK – means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

YOU and YOUR – means Offeror.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District’s attention.

ETHICS ACT: Ethics Certificate: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [Article 17 - 4210 of the District’s Procurement Code]

The rights and remedies granted under Article 17 – 4210.1.2 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PUBLIC OPENING: Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to and received by Jessica Monts no later than 3:00 p.m., June 22, via e-mail.

Email: mmonts@lexington1.net

Subject Line: BT2025.13 – Vertical Transportation Monthly Inspection and Maintenance as Specified

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [Article 5 - 1710 of the District's Procurement Code]

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act.

(a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the*

District or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to the District or its employees, agents or officials prior to award.*

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal District Office processes so that offers cannot be received at the District Office for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District Office processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District Office is closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings

otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a District contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5 – 1520 of the District’s Procurement Code.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

SITE VISIT – PRE-BID/PROPOSAL – MANDATORY: See “Conference Pre-Bid/Proposal” clause. **Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the Mandatory Site Visit Verification Sign-In Sheet (Attachment V).**

CONFERENCE – PRE-BID/PROPOSAL: Due to the importance of all offerors having a clear understanding of the existing conditions of the cited equipment and requirements of this solicitation, a site visit of potential offerors will be required by the date specified on the cover page. Any changes resulting from questions submitted as a result of these site visits will be noted in a written amendment to the solicitation.

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP: The District picks up mail from the US Postal Service once daily around 9 a.m. excluding weekend and holidays. (See deadline for submission of offer above.)

OFFERING BY LOT: **Offers shall be submitted for complete Lots. Failure to offer on all items within Lots will be reason for rejection.**

PROTEST: Any protest must be addressed to the Chief Procurement Officer, Lexington County School District One, and submitted in writing by e-mail or post delivery as follows:

Mailing Address: Lexington County School District One
 Procurement Services, Chief Procurement Officer
 100 Tarrar Springs Road
 Lexington, South Carolina 29072

Ref: Protest – BT2025.13

Email: jmiller@lexington1.net and mmonts@lexington1.net

Subject Line: Protest - Ref: BT2025.13

III. SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK: See attached Scope of Work/Specifications.

BIDDING SCHEDULE: See Bidding Schedule

DELIVERY DATE: See attached Scope of Work/Specifications.

**DELIVERY LOCATION: After award, all deliveries shall be made to the location provided below:
Per the attached Scope of Work/Specifications (See Attachment Three: Equipment and Locations).**

All deliveries shall be FOB Destination. All delivery charges are to be paid by the contractor and included in the price of the goods, not invoiced separately. Any claim for loss or damages shall be between the contractor and the carrier.

QUALITY – NEW: All items must be new.

UNIT PRICES REQUIRED: Unit prices shall be shown on each item.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

MINORITY PARTICIPATION: Refer to Page Two of solicitation.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. [Article 5 – 1810 of the District's Procurement Code]

District Standards of Responsibility: Factors to be considered in determining whether the District standards of responsibility have been met include whether a prospective contractor has:

- available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- a satisfactory record of performance;
- a satisfactory record of integrity;
- qualified legally to contract with the District and State; and
- supplied all necessary information in connection with the inquiry concerning responsibility.

VI. AWARD CRITERIA

AWARD BY LOT(S): Award will be made by complete lot(s).

AWARD CRITERIA – BIDS: Award will be made to the lowest responsible and responsive bidder.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the review and approval of the Procurement Officer.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer,

(5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT:

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Lexington County School District One's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Lexington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

NOTICE: (a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PAYMENT & INTEREST: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with the District's Procurement Code Section 45 which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to select any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority.

Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

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

VII. TERMS AND CONDITIONS – B. SPECIAL

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL:

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

- (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) The District and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- (e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- (g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT:

(a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the

Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ESTIMATED QUANTITY – UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

INDEMNIFICATION - THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder.

Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, Indemnitees means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Article 17 of the District's Procurement Code.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 1830 of the District's Procurement Code.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the delivery location, or other location, as specified herein. (See Delivery Location provisions)

WARRANTY – STANDARD: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

TERM OF CONTRACT -- OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

DISTRICT SITE ACCESS: Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings. The District requires Contractor's personnel to enter through the front office. Push the button at the main doors, wait for a response, and follow instructions.

District sites have a comprehensive visitor check-in and check-out software system located at the front desk. This system runs a background check on each visitor every time he or she visits. Each visitor must check in and out when in a school or on school grounds, regardless of the time of day. Should the system flag an individual for *any* reason, the system will automatically and privately alert the front office staff and the school's administrators. Those administrators will then talk to the individual and work through any issue.

TOBACCO FREE ENVIRONMENT: The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building.

CONTRACTOR'S CARE: Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

ADDITIONS AND DELETIONS OF LINE ITEMS/SITE LOCATIONS:

If additional sites open within the District, the Units within the facility shall be made part of this contract. The price shall be negotiated at the same rate as current similar units. Also, if a facility is closed, the units within the designated facility shall be deleted from the contract.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

NOTE

Do Not submit terms and conditions with responses. They will not be accepted.

LOT A:

LINE ITEM	COMMODITY / SERVICE DESC	QTY	U/M	MFG	MODEL	TYPE	Stop s	MONTHLY - UNIT PRICE (Inspection and Maintenance)	ANNUAL - EXTENDED PRICE (Inspection and Maintenance)
Beechwood Middle School									
0001	Elevator Inspection and Maintenance Unit #1	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
Central Services									
0002	Elevator Inspection and Maintenance Unit #1	1	EA	Dover	Hydraulic	Passenger	2	\$	\$
0003	Elevator Inspection and Maintenance Unit #2	1	EA	Concord	Screw Drive	Passenger Lift	2	\$	\$
Lexington Elementary School									
0005	Elevator Inspection and Maintenance Unit #1	1	EA	Thyssenkrup	Hydraulic	Passenger	2	\$	\$
Northlake Community Learning Center									
0006	Elevator Inspection and Maintenance Unit #1	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
Lexington High School									
0007	Elevator Inspection and Maintenance Unit #1	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
0008	Elevator Inspection and Maintenance Unit #2	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
0009	Elevator Inspection and Maintenance Unit #3	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
0010	Elevator Inspection and Maintenance Unit #4	1	EA	A/O Smith	Chain Drive	Passenger Lift	2	\$	\$
0011	Elevator Inspection and Maintenance Unit #5	1	EA	Thyssenkrup	Hydraulic	Passenger	2	\$	\$
Meadow Glen Middle School									
0012	Elevator Inspection and Maintenance Unit #1	1	EA	Otis	Hydraulic	Passenger	2	\$	\$
Midway Elementary School									
0013	Elevator Inspection and Maintenance Unit #1	1	EA	National Wheel-O-Vator	Screw Drive	Passenger Lift	2	\$	\$

Oak Grove Elementary School									
0014	Elevator Inspection and Maintenance Unit #1	1	EA	ThyssenKrup	Hydraulic	Passenger Lift	2	\$	\$
Pelion Middle School									
0015	Elevator Inspection and Maintenance Unit #1	1	EA	ThyssenKrup	Hydraulic	Passenger	2	\$	\$
River Bluff High School									
0016	Elevator Inspection and Maintenance Unit #1	1	EA	ThyssenKrup	Hydraulic	Passenger	3	\$	\$
0017	Elevator Inspection and Maintenance Unit #2	1	EA	ThyssenKrup	Hydraulic	Passenger	2	\$	\$
0018	Elevator Inspection and Maintenance Unit #3	1	EA	Schindler	Hydraulic	Passenger	2	\$	\$
Saxe Gotha Elementary School									
0019	Elevator Inspection and Maintenance Unit #1	1	EA	National Wheel-O-Vator	Screw Drive	Passenger Lift	2	\$	\$
White Knoll Elementary School									
0020	Elevator Inspection and Maintenance Unit #1	1	EA	National Wheel-O-Vator	Screw Drive	Passenger Lift	2	\$	\$
White Knoll Middle School									
0021	Elevator Inspection and Maintenance Unit #1	1	EA	Schindler	Hydraulic	Passenger	2	\$	\$
White Knoll High School									
0022	Elevator Inspection and Maintenance Unit #1	1	EA	ThyssenKrup	Hydraulic	Passenger	2	\$	\$
Total Accumulative Price for LOT A								\$	\$

LOT B

LINE ITEM	COMMODITY/SERVICE DESC	QTY	U/M	Hourly Rate
0001	Elevator Repair Services not covered under contract Hourly Rate (Normal Working Hours)	1	Hour	\$
0002	Elevator Repair Services not covered under contract Hourly Rate (Overtime Working Hours)	1	Hour	\$
0003	Percent Mark-up for Parts	1	EA	%

The District has performed due diligence to identify any pre-existing contracts, however should another unit be determined to be under contract, it will be added to this contract upon termination of the pre-existing agreement.

Do not omit any elevators.

IX. ATTACHMENTS TO SOLICITATION

1. Attachment One: Scope of Work/Specifications
2. Attachment Two: Appendix A
3. Attachment Three: Equipment and Locations
4. Attachment IV: References
5. Attachment V: **Mandatory Site Visit Sign-In Sheet**

ATTACHMENT ONE: Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified in the purchase order (See Attachment Three: Equipment and Locations).

SCOPE OF WORK

- A. The purpose of this solicitation is to solicit bids from qualified sources to furnish COMPLETE ELEVATOR MAINTENANCE AND REPAIR SERVICES for Lexington County School District One. The contractor must furnish the following, including but not limited to, all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment, parts, trouble call service, testing, reports, and lubricants necessary to provide complete preventative maintenance, adjustment, repairs and replacements for the complete vertical transportation systems described herein.
- B. It has been established that in order to provide the level of service required for sustaining the equipment in safe and reliable operating condition; the contractor is responsible for determining the proper number of mechanics and helpers to provide routine preventative maintenance repair services.
- C. Additional work may be requested of the contractor. Lexington County School District One reserves the right to add, delete, revise and expand services in response to changing requirements. Such modifications will be executed using a written amendment with adjustments to contract amounts.
- D. Vertical transportation systems covered by this specification are classified as passenger elevators and handicap lifts.
- E. Any work not specifically mentioned but, which is needed to make the maintenance complete within the intent of this contract, shall be performed without additional cost. Minor issues or trouble calls that require immediate attention will be addressed and the next monthly maintenance and inspection will be done at that same time to avoid additional trips and charges.
- F. Ownership: It is understood that the contractor will not assume possession or control of any part of the equipment but that such equipment remain the property of Lexington County School District One.

CONTRACTORS QUALIFICATIONS:

EXPERIENCE:

- A. The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an experienced elevator contractor who has satisfactorily maintained vertical transportation equipment of similar grade to the degree specified herein.
- B. In order to demonstrate that the contractor can properly fulfill all of the services and conditions of this contract, the bidder shall include with its bid the following:

1. Furnish the attached **Contractor's Qualification Statement.**
2. The number of years regularly and continuously engaged in this business.
3. A current license to perform the work in conformance with the provisions of the State Business and Professions Code. Provide valid license number.
4. List five (5) other contracts of similar nature and magnitude within the last five (5) years. List South Carolina contracts first. The list shall include company name, contact person, address, and telephone number. Estimated dollar amount and length of contract.
5. Lexington County School District One reserves the right to inspect the quality of maintenance performed by the contractor on equipment similar to that included herein. Bidder agrees to allow the inspection of the contractor's warehouse facilities by district personnel.
6. A list of personnel directly employed by the bidder, whose responsibility is performing under this contract. Include length of time employed by the bidder and the amount of experience each has in maintaining elevators of this same scope as indicated by these specifications. This shall include bidder's employees for the preventative maintenance service and the repair team service.
7. All personnel employed by the bidder in this work shall be duly trained and competent. A list of each employee's resume stating experience, schooling, and length of employment, and current position for employees that may work on Lexington County School District One elevators.
8. The bidder shall submit a written identification and notification of the bidder's representative including name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the bidder's performance under the contract shall be addressed. The contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the School District is notified immediately.
9. The bidder agrees that it has the financial and technical resources, personnel, parts and tools necessary to maintain this equipment to its original design capabilities based on the equipment condition and all the technical information available at time of award.
10. The requisite organization of skilled and experienced elevator mechanics, all with a minimum of five (5) years' experience under its direct employment and supervision. A mechanic shall perform all work. Helpers may be used only to assist the mechanic. They may not work alone for any reason.
11. Bidder shall certify that a member of its supervisory personnel, regularly engaged in inspection and supervision, will have a minimum of ten (10) years of hands on experience performing routine maintenance duties.
12. A description of any other aspects of the bidder's maintenance program, personnel and facilities that will validate its ability to perform to contract in a safe and dependable manner.

CAPITAL

1. Adequate capital and satisfactory business standing as required by the work.
2. Bidders shall submit an annual company report covering the preceding year or a certified financial statement. (This information will be kept confidential.)

COMMUNICATIONS

1. Bidder must list communication plan to accommodate communication facilities on a 24-hour per day, 365-day year basis so its staff can be reached and assurance that they will reach the site within the timeframe stipulated herein.

EQUIPMENT INSPECTION:

- A. It is mandatory that Bidders examine all of the vertical transportation systems and make a thorough evaluation of the equipment designated herein and so certify. A formal site visit walk-through will be conducted by appointment and bids will be accepted only from Bidders who attend site visits.
- B. The bidder agrees that by its own inspection it has found all elevators covered by this contract to be in suitable condition (meeting original manufacturer's standards and/or updated or renovated) to meet current applicable codes: for it to accept them under the terms of the maintenance contract. The successful bidder; therefore, will not claim at any time during the life of the contract, extra charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract.
- C. Should any of the equipment require repairs to place them in an acceptable condition so that the contractor can undertake to perform full maintenance at the contract price quoted, the bidder shall submit a detailed description of the extra work and its cost with its bid. The estimate must show a detailed list of material and labor, margin of sales. No extra charge or pro-rating of equipment under the service contract will be allowed for these or any other repairs after the regular contract service is inaugurated. Lexington County School District One reserves the right to add additional elevators to the contract during the contract term.

If in the opinion of Lexington County School District One such repairs are necessary, the contractor may be required to perform all or part of the repairs prior to establishing a maintenance contract for elevators. However, the district reserves the right to have identified repairs performed by another party prior to turning the elevators over to the contractor for maintenance.

CONTRACTOR'S DUTIES

- A. Contractor shall perform, coordinate and complete the requirements of the contract, in cooperation with any other contractors or trades then doing any work in Lexington County School District One, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of the School District. Contractor shall perform the requirements of the contract in a manner that will not impede or obstruct the ongoing business activities of any occupants in the school district.
- B. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each unit at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Contractor's Supervisor shall schedule each visit with the school's principal.
- C. Contractor agrees that, in the event of any vertical transportation equipment related accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, major mechanical damage/failure during equipment servicing,

etc., contractor will immediately notify the school district maintenance department and thereafter furnish a full written report of such accident.

- D. Provide minimum routine servicing of equipment on a regular basis for traction and hydraulic elevators. This shall include monthly (if required), semi-annual and annual maintenance as called for in Appendix A. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service and provided as a responsibility of the contractor repair team. The contractor will be responsible for immediately maintaining any updates or renovations that the district contracts with him to do.
- E. All preventive maintenance, lubrication, cleaning and adjusting shall meet the standards established by the original manufacturer or at intervals dictated by the use of the equipment. Contractor will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition but shall at a minimum meet the requirements listed in Appendix A.
- F. Should conditions warrant, contractor shall immediately repair or replace any and all components of the equipment to maintain safe operating conditions. When such work is determined not to be the contractor's responsibility, contractor shall notify the school district maintenance department for further action, with the exception of a safety or potential safety situation in which case the Contractor shall take immediate corrective action.
- G. Contractor is responsible for the preventive maintenance, repair and replacement of all vertical transportation equipment. Contractor agrees that any work not specifically excluded and determined by the district to be in need, including repair or replacement, will be performed to the district standard.
- H. Contractor shall maintain the machine rooms, hoist ways, pits, car tops and the equipment in or on these areas in a clean condition. Contractor shall paint the equipment as needed to maintain a professional appearance, prevent rusting, and preserve the equipment.
- I. Contractor shall be responsible for the acts of its employees and agents while on Lexington County School District One premises. Accordingly, contractor agrees to take all necessary measures to prevent injury and loss to persons located on the district's premises. Contractor shall be responsible for all damages to persons or property caused by the contractor or any of its agents or employees. Contractor shall promptly repair any damage that it, its employees, or agents may cause to the School District's premises or equipment; on contractor's failure to do so, the district may repair such damage and contractor shall reimburse Lexington County School District One promptly for the cost of repair.
- J. Contractor shall not be liable for injury or damage to persons or property except those directly due to negligent acts of the contractor or its employees. The contractor shall not be liable for any loss, damage or delay due to cause beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war malicious mischief, or acts of god. In no event shall any party be held responsible for special, indirect or consequential damages.
- K. The contractor acknowledges full understanding of the extent and character of the work required and the condition surrounding the performance thereof. Lexington County School District One shall not be responsible for any alleged misunderstanding of the

work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

- L. Contractor shall adhere to standards as regulated by OSHA, EPA, DHEC, and other regulatory agencies. Additionally, for major repairs and modernization projects covered under the scope of this contract, contractor shall submit its operational safety plan for approval prior to commencing work.

HOURS AND MANNER OF WORK

- A. All preventive maintenance, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade, five (5) days per week, Monday through Friday. Regular hours are from 7:30 a.m. to 4:30 p.m.
- B. The School District Representative shall be notified prior to removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.
- C. Elevator maintenance personnel assigned by the contractor to perform preventive maintenance must report in daily at the beginning of each regular workday and report-out daily at the completion of the workday with each school's main office.
- D. Elevator mechanics shall remain in contact with the school's office and custodian while on campus. Should the elevator mechanic be required to leave the campus for any reason, the mechanic is to notify the office at the time of his departure and return.
- E. Service reports stating the nature of work on the equipment shall be provided by the service personnel for owner records. A copy of the report shall be forwarded to the District Maintenance Office in a timely manner.
- F. Call back service shall be furnished upon request at the contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the contractor shall furnish all travel time, expenses and time on the job.
- G. All trouble calls reported to contractor's dispatch center by 2:30 p.m. on regular working days/hours shall be responded to during the same day at no additional cost to the School District.
- H. In the event an elevator is shut down with trapped passengers, contractor shall guarantee 30 minutes response time during 6:00 a.m. to 5:00 p.m., Monday through Friday, and one (1) hour response time from 5:00 p.m. to 6:00 a.m. daily and on holidays.
- I. In the event an elevator is shut down without trapped passengers, contractor shall guarantee 30 minute response time during 7:00 a.m. to 5:00 p.m., Monday through Friday, and two (2) hour response time from 5:00 p.m. to 7:00 a.m. daily.

EXCLUSIONS

The following work is excluded from this contract and is not the responsibility of the contractor.

- A. Power supply feeders, switches and fuses, unless the equipment causes such failure.
- B. Repair or replacement of products of combustion detectors for fire recall.

- C. Car enclosure finishes.
- D. Buried cylinders and buried piping.
- E. Other items caused by vandalism by persons other than the contractor, its representative and employees, excluding wear and tear. Contractor shall obtain the school district representative's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- F. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.

PERFORMANCE

- A. **General:** The contractor shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under "Basic Performance Requirements."
 - 1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.
 - 2. If, in the contractor's opinion, the equipment is inherently designed so that it cannot meet these criteria, the contractor shall so state, in writing.
 - 3. If there are no exceptions taken, performance shall be provided as specified hereinafter.
- B. **Basic Performance Requirements:** Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the agreement.
 - 1. Operating Characteristics:
 - a. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
 - b. Full speed riding shall be without swaying or vibration.
 - c. Elevator and door operation shall be quiet.
 - d. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
 - e. Door pressure shall be maintained below 30 pounds in closing and not exceed code allowable kinetic energy forces.
 - 2. Group Supervisory Systems: Maintain group control systems operating at design criteria for the life of the maintenance agreement.
 - 3. Individual Elevator Performances: Maintain performance requirements per manufacturer specifications.

SPECIAL TESTS

- A. Fire service, emergency telephone service, emergency car lights, and alarm bells shall be tested and documented as required on a log sheet that the contractor will maintain posted in the elevator machine room to verify proper operation per code.

- B. The Contractor shall periodically examine the car safety devices and governors and conduct an annual no load test and five-year full load test. If required, the governor shall be recalibrated and sealed for proper tripping speed. The School District representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1, A17.2.1, A17.2.2, A17.2.3 and/or local code testing requirements.
- C. Hydraulic elevators shall have a load test performed during the term of this contract or more often if required by applicable law, ordinance or regulation but no less than every five years. The test and report shall conform to the requirements of the local enforcing authority with the test witnessed by the School District representative.
- D. Contractor shall create a form for each car describing tests and deliver a signed copy at the end of each test to the School District representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
- E. Contractor shall assist the local jurisdictional authority, if required, when conducting the annual safety inspections. Contractor shall take all corrective action to deficiencies cited to obtain operating permits at no additional charge to the School District.

HOUSEKEEPING

- A. Within the first three (3) months of this contract term, the contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, painted if necessary, lubricated and adjusted. Continued cleaning must be ongoing and at the minimum intervals required in Appendix A.
- B. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The contractor shall keep the elevator machinery rooms clean.
- C. All debris such as wiping rags, empty oil cans, trash from pits, etc., shall be promptly removed by the contractor.

STOCK OF MATERIALS

- A. The contractor shall keep or have available within 24 hours an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags.
- B. Contractor acknowledges that Lexington County School District One will not accept crossing elevator equipment and parts with other manufacturers unless Original Equipment Manufacturer (OEM) has discontinued an item or the School District can be shown improvement in a proposed modification or addition. Some parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall products, may be acceptable if part is the same in character and approved by the School District. Some nationally recognized manufacturers duplicate relays, selector parts, coils, rollers,

etc. and Lexington County School District One may recognize these proven suppliers as equal, so long as the product matches the existing part and contractor obtains School District consent prior to installing such parts.

WIRING DIAGRAMS

- A. A complete set of all wiring diagrams for the elevator systems covered under this agreement shall be maintained in their respective machine rooms. All changes in circuitry made by the contractor shall be properly recorded on School District copies and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the School District and are to remain in the respective machine room.

REPORTS

The District will accept online reporting websites for the submission of reports.

- A. Periodic reports: At the end of each periodic inspection, the contractor shall submit the following reports to the School District representative. Failure to provide such reports shall call for the consideration of termination under the standard termination clauses of this contract.
 - 1. Activity Report: An overview of the routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of the contract along with estimated costs.
 - 2. Trouble Call Report: A detailed report of all trouble calls that occurred during the period that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the Contractor arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the contractor departed.
 - 3. Test and Inspection Reports: A summary report of all equipment receiving special tests with a detailed back-up of the test results. This includes, but is not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- B. Management Reports: At the end of each year, but no later than five (5) working days in the following month, the contractor's manager shall submit the following information in a report to the School District representative. Failure to provide such report shall be under consideration of termination within the standard termination clauses of this contract.
 - 1. Evaluation of the overall preventative maintenance being performed by the contractor's employees.
 - 2. Confirmation that contractor's manager visited each piece of equipment; reviewed machine room maintenance logs and signed such.

3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.
5. Annual condition report with estimated cost and capital replacement needs.

INVOICING:

1. Invoices must be submitted with one line for Parts and a second line for Labor. This is required for tax purposes.
2. Invoices must clearly state the cost prior to percentage markup and the extended price after markup to ensure proper billing.
3. Payments shall be made Net 30 unless otherwise agreed upon by contractor and District.

PERSONNEL

- A. Trained maintenance and repair personnel, directly employed and supervised by the contractor, shall perform all services. The contractor's supervisor shall have a minimum of ten (10) years elevator maintenance experience and the mechanic shall have a minimum of seven (7) years elevator maintenance experience and be certified. A mechanic, as a minimum shall perform all work. Helpers shall have 3 (three) years of experience and may not work alone but may assist the mechanic as needed. In the event that School District becomes dissatisfied with the performance of any persons assigned to perform the services under this contract, contractor agrees upon request from the School District representative, to assign other qualified personnel to perform these services.
- B. Contractor agrees that, at all times, the employees of contractor furnishing or performing any services shall do so in a proper, workman-like, and dignified manner, wearing uniforms which shall be neat, clean, shirts tucked-in, well-pressed, and in good condition. All contractor employees must have name tags clearly displayed on their uniforms and have company photograph identification cards in their possession when performing duties on all School District campuses.
- C. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.

PERFORMANCE GUARANTEE

- A. If any unit is out of service due to equipment failure for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next monthly billing. After three (3) consecutive days out of service without prior approval a penalty of \$500.00 per day shall additionally be assessed. All repairs shall be pre-scheduled in writing.
- B. If the contractor does not respond in the time frames listed under “Trouble Calls”, the following month’s billing will be credited in the amount of \$500 for each extended trouble call.
- C. If during 30 consecutive days, The School District experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be credited to the contractor’s next quarterly billing.
- D. No penalty shall be assessed under items A. or C. above if damage is caused by vandalism.
- E. The contractor must perform all necessary maintenance and repairs by the end of the contract period. Within the last ninety (90) days of the contract, bids may be obtained for the next contract period’s Elevator Maintenance. All prospective bidders will have the right to inspect the equipment, review the State Elevator Inspection Report and submit a list of repairs and adjustments necessary to place the equipment in first class condition any repairs and/or recommendations from the State Elevator Inspection Report shall be excluded from this list. This list shall be submitted to Lexington County School District One Purchasing with the bidder’s bid, and if in the opinion of the State these repairs and adjustments are within the scope of the current contract, the current contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.

In the event the repairs, maintenance and adjustments have not been completed at the end of the contract period, the State reserves the right to contract with the new contractor for the repairs. The current contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current contractor’s final payment or the performance bond.

THE SCHOOL DISTRICT’S RIGHT TO AUDIT QUALITY OF MAINTENANCE

- A. Lexington County School District One may elect to have specific elevators evaluated and tested in accordance with “Special Tests” and witnessed by a neutral party. The contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to the School District to conduct the tests not more frequently than annually.
- B. Lexington County School District One may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this maintenance contract. These evaluations may be made on a yearly basis during the term of this contract.
- C. The independent elevator consultant will issue the results of these evaluations to the School District. If non-compliance items are included in the report, the School District’s representative will issue a punch-list to the contractor who shall correct those items within thirty days. If the contractor contends that certain punch-list items are not required

or not his responsibility, he may appeal to Lexington County School District One in writing. Upon review, the School District's determination will be final. If punch-list items are not corrected within thirty (30) days, the School District may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from monies owed to the maintenance contractor.

CANCELLATION

- A. If, during the term of this contract, contractor violates any of the provisions of the contract or fails to properly provide the services required by this contract the standard termination clauses may apply.
- B. If during the term of this contract, Lexington County School District One contracts for the modernization of any equipment with contractor or any other contractor, the School District may remove the subject equipment as well as any other equipment within the same building from this contract by giving the contractor thirty (30) days written notice. Contractor shall deliver to the School District complete sets of as-built and as-modified electrical control wiring diagrams and diagnostic equipment required for the proper preventive maintenance of the equipment. The School District may reinstate this equipment under this contract upon completion of the modernization.
- C. Upon termination of this contract, contractor agrees to take action reasonably necessary to cause an orderly transition of the services to another contractor without detriment to the continued operation of the facilities. The Contractor shall immediately deliver to the School District all reports, records, inspections, wiring diagrams, diagnostic tools and other materials and documentation required for the proper maintenance of the equipment.

NOTICES

Any day-to-day activities which require notice, request, consent, approval or communication with either party shall be in writing and shall be served personally to the other party. Notices shall be delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below.

- A. Either party may change its address by written notice to the other party complying with the above paragraph.
- B. Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with the contractor will be effective two (2) days after mailing.
- C. Contractual changes to this contract are only valid by contract amendments issued by the Lexington County School District One Procurement Department.
- D. **Lexington County School District One Representative:**
Mr. James Jett
Post Office Box 1869
Lexington, South Carolina 29071

- E. The purchase of elevator materials, repair work, or renovation work from the contractor is immediately covered under regular elevator maintenance. This clear relationship between elevator work and maintenance is generally in the district's interest. This section will be used only as elevator projects become funded.

Materials for updates, repairs or renovations not covered by the contract may be purchased from the contractor. However, the District's procurement thresholds will apply and may require further competition. The contractor will be responsible for recommending and/or specifying materials and acceptable substitution for projects.

The contractor must have a purchase order from Lexington County School District One and approval prior to buying anything billable to the School District.

When a project starts, a completion date (defined as all elevators included in an individual project pass State elevator inspection) will be determined based on the contractor's proposed schedule. Liquidated damages will be assessed at the rate of \$500.00 (five hundred dollars) per calendar day the completion date is passed.

Lexington County School District One reserves the right to purchase material and labor outside of this contract for elevator work as determined by the School District as stated herein.

CONTRACTOR'S QUALIFICATION STATEMENT

- A. The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an elevator contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein. In order to demonstrate that the contractor can properly fulfill all of the services and conditions of this agreement, the contractor shall supply the following information with their bid to the District.
- B. Contractor's Name: _____
- C. Local Address: _____
- D. Contractor's License No. _____
- E. Number of years regularly and continuously engaged in this business. _____
- F. Number of units under full maintenance service within 25 mile radius of this project:
Elevators: Hydraulic _____ Geared _____ Gearless _____
- G. Number of route mechanics and helpers regularly employed eight or more months per year in executing preventative maintenance within this area.
Mechanics _____ Helpers _____
- H. Number of service vehicles in service: _____
- I. Number of qualified supervisors available for inspection: _____
- J. Number of repair crews (as distinct from maintenance mechanics) available for replacement and repairs: _____
- K. Location of nearest parts inventory warehouse: _____
- L. Location of service route responsible for this account _____
Nearest Building Account _____
Farthest Building Account _____
- M. Location for telephone contact from this account to report emergencies and routine service:

- N. Identify estimated average time to respond to emergencies:
Normal Working Hours _____ After Working Hours _____

ATTACHMENT TWO: Appendix A**PREVENTATIVE MAINTENANCE SCHEDULE**

The below listed schedule of preventative maintenance task for the vertical transportation equipment included in this contract represent a minimal scope. The maintenance contractor is to provide schedules and check charts that include this level of frequency and scope but are individualized to the equipment based on OEM recommendation and experience to provide the level of service and reliability represented in the contract.

Appendix A

Machine Room PM Task List Semi-Annual

- ☐ Cover Smoke Heads
- ☐ Clean excess oil, lubricants, etc.
- ☐ Blow out Controllers with canned air
- ☐ Vacuum Carbon Dust
- ☐ Sweep Rooms
- ☐ Wipe down **Controllers** &:
 - ☐ Observe the operation of equipment while elevator is in normal operation.
 - ☐ Check for signs of excessive heat, noise or dirt in panel or on electrical devices and control boards.
 - ☐ Inspect Controller Connections & Devices (electrical devices for signs of arcing, shorted or burned contacts.
 - ☐ Inspect/Replace Controller Filters
 - ☐ Inspect operation of line starters for arcing or contact wear.
 - ☐ Examine relays for proper air gaps, spring pressures, worn or pitted contacts and defective shunts or coil insulation
 - ☐ Check all moving parts for free movement. Adjust setscrew to set air gaps on relays as required
 - ☐ Shut down equipment and check as follows:
 - ☐ Verify cabinet and wiring is properly grounded
 - ☐ Verify all fuses are of proper size
 - ☐ Tighten all wire connections associated with controller
- ☐ Wipe down **Machines** &
 - ☐ Observe while elevator is in normal operation.
 - ☐ Inspect Brushes and clean brush harness
 - ☐ Check Gear Oil Level and Condition – replace or refill as needed
 - ☐ Check Thrust Bearings (touch test)
 - ☐ Inspect Gear for signs of wear
 - ☐ Check fittings and seals for leaks and wear
 - ☐ Inspect drive sheave with straight edge for wear, tighten bolts, seal leaks and lubricate.
 - ☐ View ropes for condition & follow up in hoistway PM. Oil ropes as recommended by OEM to prevent rust.
 - ☐ Inspect, adjust and clean Brake
- ☐ If **Hydraulic Elevator**:
 - ☐ Pump Unit
 - ☐ Remove covers and observe operation of unit in both up and down directions

- ☐ Valve
 - Inspect for leaks
 - Verify that ports are properly locked down
- ☐ Reservoir Tank
 - Inspect tank for leaks and proper cover fastening
 - Inspect hoses for leaks and tighten all clamps
- ☐ Piping and Fittings
 - Inspect all pipe and fittings for leaks or ruptures
 - Verify piping has proper hangers and are fastened
- ☐ Check oil shut off valve for leaks and proper operation
- ☐ Inspect, service and clean Generator
- ☐ Inspect, service and clean Selector
- ☐ Ensure HVAC is operating properly and record temperature
- ☐ Empty Trash Cans
- ☐ Remove all flammables from Machine Room, unless they are in a Flammable Cabinet
- ☐ No storage within 18" from ceiling
- ☐ In Addition to Routine PM
 - ☐ Check faults with laptop
 - ☐ Mop floor
 - ☐ Paint floor if necessary
- ☐ Rope Safeties:
 - ☐ Examine safety shoes for worn, damaged or loose parts
 - ☐ Verify that shoes are not dragging and are properly aligned and are disengaged
 - ☐ Examine ropes for proper fastening at connections, worn, frayed or damaged ropes
- ☐ Replace burned out light bulbs
- ☐ Turn off lights

Appendix A

Machine Room PM Task List Monthly

- ☐ Cover Smoke Heads
- ☐ Clean excess oil, lubricants, etc.
- ☐ Blow out Controllers with canned air
- ☐ Vacuum Carbon Dust, Sweep Rooms, Empty Trash Cans
- ☐ Wipe down **Controller &:**
 - ☐ Observe the operation of equipment while elevator is in normal operation.
 - ☐ Check for signs of excessive heat, noise or dirt in panel or on electrical devices and control boards.
 - ☐ Inspect Controller Connections & Devices (electrical devices for signs of arcing, shorted or burned contacts.
 - ☐ Inspect/Replace Controller Filters
 - ☐ Inspect operation of line starters for arcing or contact wear.
- ☐ Wipe down **Machines &:**
 - ☐ Examine drive sheave for loose bolts, leaking seals and lubricate.
 - ☐ Check hoist rope with straight edge for improper rope or sheave wear.
 - ☐ View ropes for condition & follow up in hoistway PM. Oil ropes as recommended by OEM to prevent rust.
 - ☐ As units stop, check that no noticeable backlash is evident.
 - ☐ Verify gear oil is at machine oil level gauge and fill as required.
 - ☐ Remove drive sheave inspection port and check that oil flows on gears as elevator moves.
 - ☐ Check Thrust Bearings (touch test)
 - ☐ Inspect, Adjust and Clean Brake
- ☐ If Hydraulic Elevator:
 - ☐ Pump Unit
 - ☐ Remove covers and observe operation of unit in both up and down directions
 - ☐ Valve
 - ☐ Inspect for leaks
 - ☐ Verify that ports are properly locked down
 - ☐ Reservoir Tank
 - ☐ Inspect tank for leaks and proper cover fastening
 - ☐ Inspect hoses for leaks and tighten all clamps
 - ☐ Piping and Fittings
 - ☐ Inspect all pipe and fittings for leaks or ruptures
 - ☐ Verify piping has proper hangers and are fastened
 - ☐ Check oil shut off valve for leaks and proper operation
- ☐ Ensure HVAC is operating properly, measure & record temperature

- ☐ Inspect Overflow/Governor
- ☐ Give all Grease fitting, seals the touch test for excess heat
- ☐ If MG set:
 - ☐ Brushes and Holders
 - Inspect brushes for cracks, proper length, type and grade
 - Examine brush surface
 - Verify brush rigging is properly fastened and that spring tension is adjusted for snug fit
 - Inspect brushes for arcing
 - ☐ Commutators:
 - Inspect brushes for arcing during rotation
 - Stone and clean commutator as required
 - Examine machine oil for proper level
- ☐ Remove all flammables from Machine Room, unless they are in a Flammable Cabinet
- ☐ No storage within 18" from ceiling
- ☐ Replace burned out light bulbs
- ☐ Turn off lights

Appendix A

Car Top / Hoistway PM Task List Semi-Annual

- ☐ Verify TOC light operational
- ☐ Visually inspect operation of door operators, belts, roller guides (roller guides should be tight and snug to guide rails. The rollers should be in contact with the rails)
- ☐ Manually operate doors
 - Hoistway doors shall move freely and are self-closing. When the bottom of the hw doors are pulled apart, the space should not exceed 3/8" (adjust/replace upthrust rollers)
- ☐ Verify door opening is quiet and smooth with no noticeable jerking or relating problems.
- ☐ Verify doors open fully at each landing.
- ☐ Verify door sill is clean and remove all foreign materials
- ☐ Check interlocks, rollers (leveling), guide rollers
- ☐ Inspect Safety Edge for damage
- ☐ Verify proper operation of the electric photo light rays. Test operation by obstructing the beam, door shall reverse when beam is obstructed. Wipe Clean.
- ☐ Verify door-closing force does not exceed 30 FLB.
- ☐ Verify door-nudging circuit for a closing speed of ½ normal speed.
- ☐ Clean car gates
- ☐ Examine car gate switch
- ☐ Verify car gates fully close at center and have no door gaps at center or door bucks exceeding 3/8"
- ☐ Verify doors for pre-opening at floor stops. Car doors shall not begin to open until car is level
- ☐ Clean Hoistway (vacuum, dust, etc)
- ☐ Thoroughly clean safety edge. Verify proper operation
- ☐ Check all safety edge wiring harnesses for damage, proper fastening and excessive wear.
- ☐ Examine car, counterweight and governor ropes for wear and condition. re-rope if worn, undersized or rusted
- ☐ Check hoist rope tension and equalize as needed. Verify connection is properly shackled.
- ☐ Visually inspect traveling cables
- ☐ Inspect Astricals, Gibs
- ☐ Open control box and clean equipment
 - Verify that all wire connections are tight and inspect the PC board for evidence of overheating or damaged components
- ☐ Verify that control cams are tight on shaft. Clean cams and apply a light coat of grease to working surfaces
- ☐ Verify proper operation of TOC operating device and stop switch
- ☐ Examine door open and close limit switches
- ☐ Activate switches at the upper and lower landing to verify proper operation

- ☐ Activate bottom and top hoistway final limit switches to verify proper operation
- ☐ Ensure Hatch Doors are secure
- ☐ Inspect Deflector Sheave Bearings (touch test – heat)
- ☐ Turn off all Hoistway Lights
- ☐ Paint Car Tops where necessary

Appendix A

Car Top / Hoistway PM Task List Monthly

- ☐ Visually inspect operation of door operators, belts, roller guides.
- ☐ Manually operate doors
- ☐ Verify door opening is quiet and smooth with no noticeable jerking or relating problems.
- ☐ Verify doors open fully at each landing.
- ☐ Verify door sill is clean and remove all foreign materials
- ☐ Check interlocks, rollers (leveling), guide rollers
- ☐ Inspect Safety Edge for damage
- ☐ Verify proper operation of the electric photo light rays. Test operation by obstructing the beam, door shall reverse when beam is obstructed. Wipe clean.
- ☐ Verify door-closing force does not exceed 30 FLB.
- ☐ Verify door-nudging circuit for a closing speed of ½ normal speed.
- ☐ Clean car gates
- ☐ Verify car gates fully close at center and have no door gaps at center or door bucks exceeding 3/8"
- ☐ Verify doors for pre-opening at floor stops. Car doors shall not begin to open until car is level
- ☐ Clean Hoistway (vacuum, dust, etc)
- ☐ Thoroughly clean safety edge.
- ☐ Check all safety edge wiring harnesses for damage, proper fastening and excessive wear.
- ☐ Examine door open and close limit switches
- ☐ Inspect, clean and lubricate car and counterweight guides
- ☐ Check car fan motor for proper operation
- ☐ Activate switches at the upper and lower landing to verify proper operation
- ☐ Activate bottom and top hoistway final limit switches to verify proper operation
- ☐ Ensure Hatch Doors are secure
- ☐ Visually inspect traveling cables
- ☐ Inspect Astricals, Gibs
- ☐ Ensure Hatch Doors is secure
- ☐ Inspect Deflector Sheave Bearing (touch test – heat)
- ☐ Turn off all Hoistway Lights

Appendix A

Elevator Pit PM Task List Semi-Annual

- ☐ Place Barricades where necessary
- ☐ Activate pit light and pit emergency stop switch
- ☐ Enter pit and prop door open so that it will not fully close
- ☐ Install a support to prevent elevator from moving down
- ☐ Check for signs of water, oil, and note on discrepancy log
- ☐ Assure that sump grating is in place
- ☐ Clean excess oil, lubricants, etc.
- ☐ Dust/Vacuum Equipment
- ☐ Sweep Pit
- ☐ Inspect and Clean Buffers. Perform “hand test” of plunger return.
- ☐ Inspect Down Limits
- ☐ Inspect Compensation Ropes
- ☐ Governor tail sheave:
 - ☐ Verify mounting bolts are proper tightness and inspect for missing or loose parts
 - ☐ Inspect tail sheave for proper tension and sheave bearing and seals for good condition
 - ☐ Lubricate sheave
- ☐ Selector tape or cable sheaves:
 - ☐ Inspect stand and sheave for proper mounting and fastening
 - ☐ Inspect seals for leaks and bearings for noise
 - ☐ Verify sheave is aligned
 - ☐ Lubricate sheave and change tape felts if required
- ☐ If Hydraulic Elevator:
 - ☐ Piping and Fittings
 - ☐ Inspect all pipe and fittings for leaks or ruptures
 - ☐ Verify piping has proper hangers and are fastened
 - ☐ Check oil shut off valve for leaks and proper operation
- ☐ Replace burned out light bulbs
- ☐ Activate stop switch
- ☐ Remove barricades
- ☐ Return car to normal operation
- ☐ Paint Pits where necessary
- ☐ Turn off lights

Appendix A**Elevator Pit PM Task List Monthly**

- ☐ Place Barricades where necessary
- ☐ Activate pit light and pit emergency stop switch
- ☐ Enter pit and prop door open so that it will not fully close
- ☐ Install a support to prevent elevator from moving down
- ☐ Check for signs of water, oil, and note on discrepancy log
- ☐ Assure that sump grating is in place
- ☐ Clean excess oil, lubricants, etc.
- ☐ Dust/Vacuum Equipment
- ☐ Sweep Pit
- ☐ Inspect Buffers
- ☐ Inspect Down Limits
- ☐ Inspect Compensation Ropes
- ☐ If Hydraulic Elevator:
 - ☐ Piping and Fittings
 - Inspect all pipe and fittings for leaks or ruptures
 - Verify piping has proper hangers and are fastened
 - Check oil shut off valve for leaks and proper operation
- ☐ Replace burned out light bulbs
- ☐ Activate stop switch
- ☐ Remove barricades
- ☐ Return car to normal operation
- ☐ Turn off lights

Appendix A

Elevator Indicator PM Task List Monthly

- ☐ Begin inspection of the car on the lowermost floor with the car in Independent Service
- ☐ Inspect car overhead lighting
- ☐ Press all buttons on the car's control panel, ensuring all illumination functions
- ☐ Clear car calls
- ☐ Ride car to the top floor, checking passing floor audible (# of audible shall equal # of floors)
- ☐ Ride car to the lowermost floor, checking car position indication
- ☐ Ride car up to each floor, listen for car direction signal
- ☐ On each floor, inspect car's floor leveling. Each floor stop should be within 1/4" to even with the floor sill.
- ☐ On each floor, inspect door seals and remove debris
- ☐ On each floor, inspect Hall Lantern's illumination
- ☐ On each floor, inspect operation of hall call station's illumination.
- ☐ Check operation of each Car's safety edges, wipe edges with rag
- ☐ Test emergency alarm bell on main and/or auxiliary car panels
- ☐ Ensure proper signage is installed inside the car
- ☐ Ensure proper signage is installed in Lobby
- ☐ Note and report/repair any unusual noise or irregular condition.

Notes:

- All non-elevator equipment in Machine Rooms shall be noted on PM sheet for removal or removed.
- Note any discrepancies that take longer than 15 minutes to correct.
- Any problems encountered that require immediate attention and will affect your ability to complete the scheduled PM shall be noted with description of work required, along with amount of time needed to complete task.
- Any problems encountered that require attention, but can be scheduled at a later date, please note with description of work required, amount of time needed to complete task, and Elevator Outage information necessary.
- "Touch Test" refers to touching moving part to monitor excess heat and potential problems.

ATTACHMENT THREE: Equipment and Locations
LEXINGTON COUNTY SCHOOL DISTRICT ONE
ELEVATOR & WHEELCHAIR LIFT LOCATIONS

SCHOOL	UNIT #	TYPE	MANUFACTURER	STOPS	SERVICE TYPE
BEECHWOOD MIDDLE SCHOOL 1340 Highway #378, Lexington, SC 29072	1	Hydraulic	Otis	2	Passenger
CENTRAL SERVICES 100 Tarrar Springs Rd., Lexington, SC 29072	1	Hydraulic	Dover	2	Passenger
BUILDING 2: 105 Tarrar Springs Rd., Lexington, SC 29072	2	Screw Drive	Concord	2	Passenger - Lift
LEXINGTON ELEMENTARY SCHOOL 116 Azalea Dr. Lexington, SC 29072	1	Hydraulic	Thyssenkrupp	2	Passenger
NORTHLAKE COMMUNITY LEARNING CENTER 702 N. Lake Dr. Lexington, SC 29072	1	Hydraulic	Otis	2	Passenger
LEXINGTON HIGH SCHOOL 2463 Augusta Hwy Lexington, SC 29072	1 2 3 4 5	Hydraulic Hydraulic Hydraulic Chain Drive Hydraulic	Otis Otis Otis A/O Smith Thyssenkrupp	2 2 2 2 2	Passenger Passenger Passenger Passenger – Lift Passenger
MEADOW GLEN MIDDLE SCHOOL 440 Ginny Lane Lexington, SC 29072	1	Hydraulic	Otis	2	Passenger
MIDWAY ELEMENTARY SCHOOL 180 Midway Rd. Lexington, SC 29072	1	Screw Drive	G&T Manufacturing	2	Passenger - Lift
OAK GROVE ELEMENTARY SCHOOL 479 Oak Dr., Lexington, SC 29073	1	ThyssenKrup	Hydraulic	2	Passenger
RIVER BLUFF HIGH SCHOOL 320 Corley Mill Rd. Lexington, SC 29072	1 2 3	Hydraulic Hydraulic Hydraulic	Thyssenkrupp Thyssenkrupp Schindler	3 2 2	Passenger Passenger Passenger
SAXE GOTHA ELEMENTARY SCHOOL 100 Bill Williamson Ct. Lexington, SC 29073	1	Screw Drive	National Wheel-O-Vator	2	Passenger - Lift
WHITE KNOLL ELEMENTARY SCHOOL 132 White Knoll Way West Columbia, SC 29170	1	Screw Drive	National Wheel-O-Vator	2	Passenger - Lift
WHITE KNOLL MIDDLE SCHOOL 116 White Knoll Way West Columbia, SC 29170	1	Hydraulic	Schindler	2	Passenger
WHITE KNOLL HIGH SCHOOL 5643 Platt Springs Rd. Lexington, SC 29073	1	Hydraulic	Thyssenkrupp	2	Passenger

ATTACHMENT FOUR: References

Provide references demonstrating same or similar services as proposed in Offeror's response. The District prefers references that have utilized the services for at least two years.

Reference One

Company Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 E-Mail Address: _____
 Description of Services Provided: _____
 Start Date of Services: _____ End Date of Services: _____

Reference Two

Company Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 E-Mail Address: _____
 Description of Services Provided: _____
 Start Date of Services: _____ End Date of Services: _____

Reference Three

Company Name: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 E-Mail Address: _____
 Description of Services Provided: _____
 Start Date of Services: _____ End Date of Services: _____

ATTACHMENT FIVE: Mandatory Site Visit Verification Sign-In Sheet

BT2025.13 - Monthly Elevator Inspection and Maintenance

LEXINGTON COUNTY SCHOOL DISTRICT ONE

School/Location	Date of Site Visit	Site's Verification Signature
BEECHWOOD MIDDLE SCHOOL 1340 Highway #378, Lexington, SC 29072		
CENTRAL SERVICES 100 Tarrar Springs Rd., Lexington, SC 29072 BUILDING 2: 105 Tarrar Springs Rd., Lexington, SC 29072		
LEXINGTON ELEMENTARY SCHOOL 116 Azalea Dr. Lexington, SC 29072		
NORTHLAKE COMMUNITY LEARNING CENTER 702 N. Lake Dr. Lexington, SC 29072		
LEXINGTON HIGH SCHOOL 2463 Augusta Hwy Lexington, SC 29072 THEATER		
MEADOW GLEN MIDDLE SCHOOL 440 Ginny Lane Lexington, SC 29072		
MIDWAY ELEMENTARY SCHOOL 180 Midway Rd. Lexington, SC 29072		
OAK GROVE ELEMENTARY SCHOOL 479 Oak Dr., Lexington, SC 29073		
RIVER BLUFF HIGH SCHOOL 320 Corley Mill Rd. Lexington, SC 29072 STADIUM PRESS BOX THEATER		
SAXE GOTHA ELEMENTARY SCHOOL 100 Bill Williamson Ct. Lexington, SC 29073		
WHITE KNOLL ELEMENTARY SCHOOL 132 White Knoll Way West Columbia, SC 29170		
WHITE KNOLL MIDDLE SCHOOL 116 White Knoll Way West Columbia, SC 29170		
WHITE KNOLL HIGH SCHOOL 5643 Platt Springs Rd. Lexington, SC 29073		

In order to be deemed responsive to this solicitation, your response must include this form with signatures from each location verifying your attendance to the mandatory site visit.

Contractor's Name _____. Authorized Signature