

FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: October 24, 2016 AGENDA ITEM NUMBER: 9

SUBJECT:

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT FOR ELEVATOR AND ESCALATOR MAINTENANCE SERVICES FOR VARIOUS FORSYTH COUNTY BUILDING LOCATIONS
(GENERAL SERVICES DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

Proposals were received April 1, 2016, in response to a Request for Proposals (RFP) to provide elevator and escalator maintenance services for various Forsyth County building locations. A detailed bid tabulation (Exhibit A) following the Resolution includes the type of equipment, number of units at each location, and the annual cost for the services required as outlined in the RFP. The initial contract period will be from the date of the award through June 30, 2017, with the option to extend the contract for as many as two additional one-year periods if the County and Company agree and funds are available for that purpose. Below is a summary of the proposals received based on annual cost:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3 Year Total</u>
Schindler Elevator Corporation	\$80,348	\$82,182	\$85,656	\$248,186
ThyssenKrupp Elevator Corporation	196,908	199,068	203,388	599,364

In addition to the bid proposal, a fixed amount of \$5,000 per year is added to cover any unforeseen parts or services not covered by the specifications, which expenditures must be approved by the Facilities Operation Manager; therefore it is recommended by the County Manager, the General Services Director, and the Purchasing Director that a contract for elevator and escalator maintenance services in Forsyth County building locations identified on the attached Bid Tabulation, be awarded to Schindler Elevator Corporation per bid specifications in the amount of \$80,348 plus \$5,000 for contingencies from the date of the award through June 30, 2017, totaling \$85,348 for Year 1, with the option to extend the contract for as many as two additional one-year periods if the County and Company agree and funds are available for that purpose. The total award amount over the three-year period is \$263,186.

ATTACHMENTS:- YES NO

SIGNATURE: J. Dudley Watts, Jr. /cdh DATE: October 19, 2016
COUNTY MANAGER

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT FOR ELEVATOR AND ESCALATOR MAINTENANCE
SERVICES FOR VARIOUS FORSYTH COUNTY BUILDING LOCATIONS
(GENERAL SERVICES DEPARTMENT)**

WHEREAS, after due advertisement, proposals were received at 12:00 noon, Friday, April 1, 2016 in response to Forsyth County’s Request for Proposals, to provide elevator and escalator maintenance services for various Forsyth County building locations and the following proposals based on annual cost were received:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3 Year Total</u>
Schindler Elevator Corporation	\$ 80,348	\$ 82,182	\$ 85,656	\$248,186
ThyssenKrupp Elevator Corporation	196,908	199,068	203,388	599,364

; and

WHEREAS, in addition to the bid proposal, a fixed amount of \$5,000 per year is added to cover any unforeseen parts or services not covered by the specifications, which expenditures must be approved by the Facilities Operation Manager; and

WHEREAS, it is recommended by the County Manager, the General Services Director, and the Purchasing Director that a contract for elevator and escalator maintenance services in Forsyth County building locations identified on the attached Bid Tabulation, be awarded to Schindler Elevator Corporation per bid specifications in the amount of \$80,348 plus \$5,000 for contingencies, from the date of the award through June 30, 2017, totaling \$85,348 for Year 1, with the option to extend the contract for as many as two additional one-year periods at the amounts proposed if the County and Company agree and funds are available for that purpose. The total award amount over the three-year period is \$263,186; and

WHEREAS, the County Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract.

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners, that a contract to provide elevator and escalator maintenance services in Forsyth County building locations identified on the attached Bid Tabulation is hereby awarded to Schindler Elevator Corporation in the amount of \$80,348 plus \$5,000 for contingencies from the date of the award through June 30, 2017, totaling \$85,348 for Year 1, with the option to extend the contract for as many as two additional one-year periods at the amounts proposed if the County and Company agree and funds are available for that purpose. The total award amount over the three-year period is \$263,186, and that all other proposals are hereby rejected.

BE IT FURTHER RESOLVED that the County Manager and Clerk to the Board are hereby authorized to execute a contract, on behalf of Forsyth County, with Schindler Elevator Corporation, consistent with the terms of the Request for Proposals issued by the County and the proposal submitted by Schindler Elevator Corporation, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 24th day of October 2016.

**Elevator and Escalator Maintenance Services
Bid Tabulation**

Location	Units	Elevator/Mfg. Name	Elevator	Schindler Elevator Corporation			ThyssenKrupp Elevator Corporation		
				Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3
Government Center – 201 N. Chestnut Street	4	ThyssenKrupp	Traction	\$11,625	\$11,904	\$12,000	\$25,632	\$25,632	\$25,632
Government Center – 201 N. Chestnut Street	2	Schindler Escalator	Model 9300	\$3,636	\$3,690	\$3,726	\$25,596	\$25,596	\$25,596
Public Health – 900 N. Highland Avenue	2	Dover	Hydraulic	\$1,818	\$1,848	\$1,866	\$4,320	\$4,320	\$4,320
Department of Social Services - 741 North Highland Avenue	4	ThyssenKrupp	Traction	\$11,625	\$11,904	\$12,000	\$25,632	\$25,632	\$25,632
Main Library – 600 West Fifth Street *	3	ThyssenKrupp	Hydraulic	\$0	\$0	\$2,799	\$0	\$2,160	\$6,480
Law Enforcement Detention Center - 201 North Church Street	7	Montgomery	Traction	\$20,343	\$20,832	\$21,000	\$44,856	\$44,856	\$44,856
Law Enforcement Detention Center - 201 North Church Street	1	Montgomery	Hydraulic	\$909	\$924	\$933	\$2,160	\$2,160	\$2,160
Law Enforcement Detention Center - 201 North Church Street	2	Mattot Dumb Waiters	Traction	\$600	\$600	\$600	\$2,400	\$2,400	\$2,400
Hall of Justice – 200 N. Main Street	4	ThyssenKrupp	Traction	\$11,625	\$11,904	\$12,000	\$25,632	\$25,632	\$25,632
Sheriff's Administration – 120 W. Third	2	Dover	Hydraulic	\$1,818	\$1,848	\$1,866	\$4,320	\$4,320	\$4,320
East Winston Library – 1110 E. Seventh	1	Monarc	Hydraulic	\$909	\$924	\$933	\$2,160	\$2,160	\$2,160
Behavioral Health Complex – Building B - 725 N. Highland Avenue	1	Otis Elevator	Hydraulic	\$909	\$924	\$933	\$2,160	\$2,160	\$2,160
Public Safety Center - 301 N. Church Street	5	Schindler	Traction	\$14,531	\$14,880	\$15,000	\$32,040	\$32,040	\$32,040
				Sum Total Cost Year 1	Sum Total Cost Year 2	Sum Total Cost Year 3	Sum Total Cost Year 1	Sum Total Cost Year 2	Sum Total Cost Year 3
				\$80,348	\$82,182	\$85,656	\$196,908	\$199,068	\$203,388

Grand Total for all 3 Years:	Grand Total for all 3 Years:
\$248,186	\$599,364

Labor Rate Unit Costs	Per Hour \$160	Per Hour \$335
Regular Hourly Labor	Per Hour \$275	Per Hour \$569
Premium Hourly Labor	Per Trip \$160 regular time	Per Trip \$ - standard rate
Per Trip Charge:	Per Trip \$275 overtime	

*Main Library elevators will be under warranty until March 2018. The third year cost should include the entire year. Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period.

*Items not covered by maintenance service - \$5,000 Contingency per year - MUST be approved by the Facilities Operations Manager.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2016, by and between Forsyth County, North Carolina (the "County"), party of the first part; and Schindler Elevator Corporation (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:

Schindler Elevator Corporation will provide elevator maintenance services at the following Forsyth County locations:

Government Center	Public Health	Social Services
Law Enforcement Detention Center	Hall of Justice	Sheriff's Administration
East Winston Library	Behavioral Health	Public Safety Center
Main Library Library (*2018-2019)		

***Elevator maintenance services for the Main Library will begin in fiscal year 2018-2019**

The following documents, attached hereto, are incorporated herein:

Attachment A - Proposal from Schindler Elevator Corporation dated March 30, 2016

II.

The services of the Provider shall begin on July 1, 2016 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2017 for the amount of eighty five thousand, three hundred forty-eight dollars (\$85,348.00) and will renew for another one-year period through June 30, 2018 for eighty-seven thousand, one hundred eighty-two dollars (\$87,182.00) and will renew for a one-year period through June 30, 2019 for ninety thousand, six hundred fifty-six dollars (\$90,656.00) provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party. Five thousand dollars (\$5,000.00) per year is included in the contract for additional services, which must be approved by the Facilities Operations Manager.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of **eighty thousand, three hundred forty-eight dollars (\$85,348.00)**. Total payments under this contract are not to exceed **eighty five thousand, three hundred forty-eight dollars (\$85,348.00)** during fiscal year **2016-2017**.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by Schindler Elevator Corporation".
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

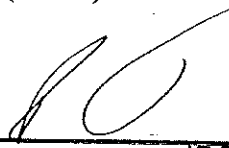
FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

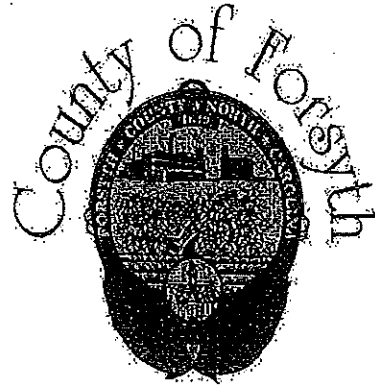
(SEAL)

 (Provider)

Raymond T. Faldut
General Manager

By: 34-1270056
Social Security Number or Tax Id. No.

COPY



Request for Proposals

Elevator and Escalator Maintenance Services

Proposals Will Be Received Until

12:00 Noon, Friday, April 1, 2016

in

City/County Purchasing Department, City Hall Building
101 North Main Street, Suite 324 Winston-Salem, NC 27101

ADVERTISEMENT FOR PROPOSALS

Elevator and Escalator Maintenance Services for Forsyth County

Sealed proposals endorsed Elevator and Escalator Maintenance Service for the County of Forsyth will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until 12:00 Noon, Friday, April 1, 2016. Instructions for submitting proposals and/or receiving the complete RFP document specifications may be obtained during regular office hours at the same location, or by contacting Jerry Bates via email jerryjb@cityofws.org (Email is preferred) or phone 336-747-6939. The City reserves the right to reject any or all proposals.

NOTICE FOR VISIT

All bidders are STRONGLY encouraged to visit the project sites to ascertain for themselves all of the Requirements for the Agreement. Please plan to meet with Steve Owens, Facilities Operations Manager, in the lobby area of Forsyth County Government Center, 201 N. Chestnut Street, Winston-Salem, NC at 9:00 AM, on either Thursday, March 17, 2016, or Friday, March 18, 2016.

Jerry Bates
Purchasing Director

Notice to Proposers

Elevator and Escalator Maintenance Services

It is the policy of the County of Forsyth that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

County Rights and Options

The County, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the County
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions
- To require one or more Service Providers to supplement, clarify or provide additional information in order for the County to evaluate the Responses submitted
- To negotiate an agreement with a Service Provider based on the information provided in response to this RFP.

Public Records

Any material submitted in response to this RFP will become a "public record" once the Proposer's document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Trade Secrets/Confidentiality

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152(3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the City/County may reveal any trade secret materials contained in such response to all City/County staff and City/County officials involved in the selection

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP/RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay

E-Verify Compliance

Per N.C.G.S. 143-133.3 "E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes."

Specifications

All work to be in accordance with local, state and federal building code requirements. The Specifications are intended to describe the complete project including all materials, processes, equipment, etc. **All Bidders are expected to carefully examine the Proposal Documents, visit the site of the proposed work, and determine the availability of materials and method required, in order to become thoroughly familiar with the project, the requirements, and to include the cost thereof in the bid.** Bidders shall contact the Contact Person, within the time given, for clarification of any item not fully understood.

Performance of Work

The Contractor shall be responsible for any damages caused by him or his workmen to property of the owner. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The Contractor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors.

INSTRUCTIONS TO PROPOSERS

Introduction:

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. **All proposals shall be returned in a sealed container/envelope marked Elevator and Escalator Maintenance Services, and submitted to the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC, no later than 12:00 Noon, Friday, April 1, 2016. Late proposals will not be considered.**

Proposer Questions and Inquiries

Proposer questions and inquiries relative to this RFP must be submitted **in writing only** by 12:00 Noon, Thursday, March 24, 2016, to Jerry Bates, City/County Purchasing Director, 101 North Main Street, Winston-Salem, NC 27101 or e-mail: jerryjb@cityofws.org (Email is preferred), Fax: (336) 727-2443. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Request for Proposal.** The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP.

RFP Response Submission

Proposals must be submitted in a sealed container/envelope containing one original (~~please mark document as original~~) proposal showing original signatures and seals, and two (2) copies of the complete proposal.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or County of Winston-Salem elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

The County reserves the right to hold proposals open for a period of 90 days after due date before making awards.

COUNTY OF FORSYTH

ELEVATOR AND ESCALATOR MAINTENANCE SERVICES

1.02 GENERAL SCOPE OF WORK / SITE VISIT:

The Contractor shall furnish all labor, equipment, materials, insurance, supervision, permits required, fees, cleanup, and waste disposal and abide by all local, state and federal codes applicable to service and repair the elevators and escalators at the above locations as herein specified. **All bidders are STRONGLY encouraged to visit the project sites to ascertain for themselves all of the Requirements for the Agreement. Please plan to meet with Steve Owens, Facilities Operations Manager, in the lobby area of Forsyth County Government Center, 201 N. Chestnut Street, Winston-Salem, NC at 9:00 AM, on either Thursday, March 17, 2016 or Friday, March 18, 2016.**

1.03 TERMS OF CONTRACT AND SCOPE:

- A. The Agreement could be for three (3) years. The annual price will remain the same for ALL three (3) years of the Agreement. There will be NO automatic roll-over clauses included.
- B. Contractor must have a local Account Manager, Service Manager, and Technicians within thirty (30) miles of Forsyth County Government Center, 201 North Chestnut Street, Winston-Salem, North Carolina 27101. Must include with bid: local branch capabilities, organization chart, and support capabilities.
- C. All supervisor and maintenance employees performing under this contract shall be directly employed and supervised by the Contractor. The Contractor without specific, prior written approval of the County's Facilities Operations Manager may not subcontract any work or employee.
- D. Route Technicians must have a minimum of ten (10) years in the elevator industry, five (5) of which must be as a route service technician, IUEC card mechanic. Certified IUEC 3rd or 4th year apprentice.
- E. Contractor must provide 24/7 remote monitoring within a call center with trained professionals available to handle emergency situations.
- F. Contractor must have on-line reporting capabilities.
- G. Contractor's local inventory and parts must exceed \$ 200,000.00 (as shown on balance sheet).
- H. Contractor must submit references with bid. A list should consist of a minimum of five (5) similar accounts your company is currently maintaining. Please submit contact names and telephone numbers.
- I. Bid price must include total with a line item for each elevator and escalator location.
- J. The provided service will be a Maintenance Control Program that meets or exceeds any and all requirements of American Standard Safety Code for Elevators (ASME) A 17. 1-2007 code. Also, it must meet or exceed all of the North Carolina Elevator State Codes. Bidder must describe their preventative maintenance program, must be ANSI-17, 2000 code. Must include a written program with supporting on-line back-up.
- K. This contract is to provide Comprehensive Preventative Maintenance: Inspections, lubrication, adjustments, and documentation.
- L. This contract is for Full Coverage of ALL parts replacement. Replacement parts, circuit boards, diagnostic manuals, and corporate technical support must be available within twenty-four (24) hours or less.
- M. Included in this contract is an Annual Safety and Load Test for each piece of equipment.
- N. Contractor must provide an example of a five (5) year capital planning program, with deployment strategy.
- O. Contractor must provide an example of a written internal quality assurance program that insures optimum and reliable operation of our elevator equipment.

- P. Emergency call-out charges should be limited to straight time charges and will NOT include overtime or holiday premiums. There should be no charge at any time there is an elevator or escalator repair required that is covered by the agreement.
- Q. On all after hour's service request, the Vendor will absorb straight time and overtime expenses. Service requests are defined as minor adjustments or emergency entrapments.

1.04 MONTHLY MAINTENANCE VISITS:

The Vendor shall inspect each elevator and escalator at least once each month, not including service calls. During the monthly maintenance visits the Vendor shall:

ADJUSTMENTS: Adjust machinery and equipment as required. Vendor shall maintain the performance times as outlined in the specifications for each unit. These times include door open & close times, door dwell times, car speeds and floor to floor times. In addition the performance times the Vendor shall maintain a smooth quiet ride for each unit.

CLEANING: Remove accumulated dirt, dust, and rubbish from machine rooms, hoist way doors and frames are excluded. Complete hoist way clean downs shall be performed no less than annually, cab tops and door equipment shall be cleaned no less than quarterly and machine rooms and pits monthly as minimum.

LUBRICATION: Lubricate machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment. Vendor will furnish all lubricants.

1.05 REPAIRS:

TRACTION TYPE: Vendor shall furnish and install or repair when as necessary: machine motors, motor generator, controllers, hoist cables, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, magnet frames, cams, car door and hoist way door hanger tracks, and guides, door operating devices, interlocks and contacts, car gates, safety devices, governors, push buttons, enunciators, shell lanterns and indicators, lamp replacements in systems, and other elevator signal and accessory equipment complete.

HYDRAULIC TYPE: Vendor shall furnish and install or repair when necessary: power unit, pump motor and controller including valves, including relief valve, pilot, lowering, leveling, and check valves; or any of the parts thereof; V-belts, strainers, spring and gaskets; controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit; plunger, guide bearings, packing gland; guide rails and guide shoes. Maintain hydraulic fluid at proper operating level.

EXCLUSIONS: Vendor shall not: supply and replace incandescent or fluorescent lamps for car light fixtures, or floor covering on elevator car platforms; make renewals or repairs necessitated by reason of negligence or misuse of equipment by persons other than Vendor or Vendor's representatives and employees, or by reason of cause beyond control of the Vendor, except normal wear and tear; nor add new attachments as may be recommended or directed by inspection firms or by federal, state, municipal, or other government authorities.

- 1.06 PROPERTY DAMAGE:** The Vendor shall be responsible for any damage caused by him, his workmen or his sub-contractors to the property of the Owners. He shall make good in an approved manner at his own expense any such loss, damage or injury without cost to the Owner. The Vendor shall also assume all responsibility to maintain all existing protection and provide and maintain all such additional protection as required by the governing laws, regulations, ordinances and safety of personnel and visitors. If the Vendor fails to make satisfactory repairs, the Owner will repair any damage done by the Vendor or his workmen and deduct the cost from the contract.

- 1.07 WORK SITE CLEANUP:** The Vendor shall keep the work site clean and at no time allow debris, paper and or packaging to become windblown. Upon completion of all work covered in this specification, the Vendor shall remove all equipment, material and debris leaving the area in an undamaged and acceptable condition. The Vendor shall be responsible for all disposal

fees.

- 1.08 CONTRACT PERFORMANCE LEVELS:** The Contractor shall maintain the equipment hereunder so as to preserve the operating characteristics of the original design. Should they find through its investigation that these standards are not being maintained, the Contractor will be provided a period of ten (10) working days to restore the level of performance required. Failure of the Contractor to restore the performance level shall constitute sufficient cause for the initiation of default proceedings. The following performance levels are considered a part of the original design and shall be considered the minimum acceptable level maintained by the Contractor at all times:
- A. Contract speed of all elevators and brake flight time as originally installed +/- 5% under any load conditions.
 - B. Leveling accuracy of all elevators +/- 3/8 inch under any load condition.
 - C. Opening and closing times thrust and kinetic energy of all hoistway and car doors per ANSI A 17.1 with minimum standing time at each floor.
 - D. Door reversal on all elevators equipped with mechanical safety shoes always initiated within the stroke of the shoe. Light ray devices shall be operable under normal operation.
 - E. Variable car and hall door hold open times in accordance with original design. No deviations permitted.
 - F. Floor-to-Floor performance time: Floor-to-Floor performance time (from the time the door starts closing at one floor to the fully opened and level on the next successive floor, regardless of the loading conditions or direction of travel) shall be maintained at the minimum acceptable time. In maintaining this standard the contractor shall maintain a comfortable ride with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
 - G. Elevators shall operate at all times in accordance with design specifications as originally installed. The Contractor shall be required to periodically test these systems and submit to the Facilities Operations Manager test data indicating the performance levels of the systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
 - H. The contractor shall maintain the elevator equipment room in a neat and orderly state. All drawings, manuals, etc. shall be stored in a returned to a cabinet supplied by the elevator maintenance contractor. These items shall be returned to this cabinet and the equipment room left in a neat and orderly condition after each visit.
- 1.09 FAILURE TO PERFORM:** If the Vendor fails to perform as outlined herein, the County may terminate the contract at its discretion and be liable only for the portion of acceptable work completed. The value of work completed shall be the sole determination of the County of Forsyth in such case.
- 1.10 INSPECTIONS AND TEST:**
- A. Annually during the third quarter. Vendor shall conduct comprehensive inspections for equipment and systems covered by this Agreement.
 - B. During the third quarter, Vendor shall conduct comprehensive load test on those elevators identified in accordance with paragraph C. in reports.
 - C. Inspections will be made by statutorily authorized agencies. Citations and recommendations in accord with terms and conditions of this contract may be issued by inspectors, and Vendor shall comply with citations and recommendations within ten (10) working days.
 - D. Service work, parts, materials, equipment, and supplies used in performance of this contract are subject to inspection and test. Items that do not meet specifications will be rejected, and Owner may withhold payment until corrections are made. Failure to reject upon receipt, however, does not relieve Vendor of liability. When subsequent test, after receipt, are

conducted and reveal defective material or workmanship, the Owner may seek damages regardless of whether part or the entire item has been consumed.

1.11 REPORTS:

- A. Vendor will leave completed service tickets detailing the purpose of each visit. Such tickets will describe the maintenance performed, repair made, or the reported call and the corrective action taken.
- B. Vendor will submit quarterly reports summarizing services performed, current conditions of elevators and escalators, and other pertinent information. Reports are due by the tenth day following end of quarter.
- C. As a part of the second quarterly report, Vendor shall identify elevators covered by this Agreement which are due for load testing before the end of the fourth quarter, and identify the date on which load test and inspections required in 1.09 A and 1.09 B shall be performed.
- D. As a part of the third quarterly report, Vendor shall report the conditions found during inspections and test required by paragraphs A. and B. and propose remedies for defects and maintenance problems.

1.12 EMERGENCY CALLS:

Vendor shall provide prompt emergency call-back service in response to requests by telephone or otherwise from the Facilities Operations Manager or designee in case of shut down or if other emergency trouble should develop between regular inspections. This call-back service shall be rendered as requested regardless of time of day or week. Call back service shall restore elevator or escalator to operating condition at no additional cost regardless of time of day. Vendor shall respond on-site within thirty (30) minutes during regular working hours and one (1) hour for after hours. Entrapment calls and dispatch failures will be responded to on-site within thirty (30) minutes during regular working hours and thirty (30) minutes for after hours.

1.13 HOURS OF WORK:

Work required in performance of contract shall be performed during regular working days of the trade, except Vendor shall provide prompt emergency call-back service regardless of the time or day of week as agreed in contract.

1.14 SERVICE ORGANIZATION:

Vendor shall have an adequate service organization with local service representatives for the geographical area encompassing the machinery and equipment serviced under this agreement. Such service representatives shall be employees of the Vendor or designated by Vendor as Vendor's authorized representatives on a full time basis and not a subcontractor. No part of this agreement may be assigned, sublet, or transferred without the written consent of the owner. Owner's communications to service representatives shall have full effect of communication to Vendor.

1.15 ADA COMPLIANCE:

The Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated there under. The Contractor hereby agrees to indemnify the County from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failures of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated there under.

1.16 INVENTORY AND TIME IN BUSINESS:

Prior to entering into this Agreement, Vendor shall have occupied a bona fide place of business with a representative inventory of products or supplies necessary for prosecution of this Agreement for at least three (3) years. Vendor shall have successfully completed comparable contracts for at least five (5) customers within the past year, and if requested by Owner shall

provide evidence of their ability to furnish products and services specified herein. Vendor shall maintain, or ensure availability of, personnel, equipment, and supplies sufficient to perform on time.

1.17 COMPENSATION:

Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period.

A. OTHER WORK DIRECTED BY OWNER: Owner may direct the vendor to provide services other than those included under Annual Service Charges. Hourly Rates, Trip Charges, and Repair Parts apply to such work. Vendor shall bill Owner based upon the following terms.

B. TERMS:

A. Regular Time: Daily hours 8:00 a.m. to 5:00 p.m., Monday through Friday excluding legal holidays as proclaimed by the County of Forsyth. Regular Hourly Labor Rate unit cost shall apply to services during these hours.

B. Premium Time: Hours from 5:01 p.m. to 7:59 a.m. Monday Friday; Saturdays, Sundays, and holidays as proclaimed by the County of Forsyth. Premium Hourly Labor Rate unit cost shall apply to services during these hours.

C. Trip Charge: Such charges are limited to a single charge per round trip and per given service call. Trip charges, as bid, shall include all associated expenses. Return trips associated with the same service call that is required due to obtaining parts, returning to complete work, or call-back due to incomplete and/or unsatisfactory work shall not be considered for a "trip charge".

D. Repair Parts and Equipment: All repairs parts and equipment will be billed at Vendor's cost. No markup will be allowed for repairs. The Vendor shall submit as backup information a copy of the original purchase invoice(s) as proof of cost for parts. This must accompany the job invoice in order for the Owner to process payment for services performed if no purchase invoice is available for proof of cost for repairs, the Owner may verify current market value and if necessary, alter the payment invoice to reflect market price.

1.18 LIQUIDATED DAMAGES:

When an elevator or escalator is out of service for a period in excess of forty-eight (48) hours due to Contractor's neglect or failure to comply with the provisions of this specification, and should the Contractor fail to respond with a qualified serviceman under the time frame indicated herein, it is mutually agreed that the County may withhold as liquidated damages for each twenty-four (24) hour period thereof, the sum of Five hundred dollars (\$500.00) from the succeeding month's billing for each failure to respond to a request for service. Further, it is mutually agreed that this sum is set out as liquidated damages because of the difficulty or impossibility of determining the amount of the actual damages the County would suffer as a result of the Contractor's failure to comply with this provision.

1.19 CANCELLATION:

A. TERMINATION FOR CONVENIENCE: The Owner may terminate this Agreement without cause. Said termination shall not be deemed a breach of Agreement by Owner. The Owner shall give the Vendor at least thirty (30) days written notice before the effective cancellation date. The Vendor shall be entitled to receive compensation for goods shipped or services satisfactorily completed as of the cancellation date, but in no event shall the Owner be liable to the Vendor for compensation for any goods or services which have not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

B. TERMINATION FOR CAUSE: If the Vendor fails to fulfill its obligations under this

Agreement in a timely or proper manner, or if the Vendor violates any terms of this Agreement, the Owner shall have the right to immediately terminate the Agreement upon written notice of intent to cancel. The Owner shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by virtue of any breach of the Agreement by the Vendor.

- C. At the end of any fiscal year any Agreement may be cancelled by the Owner without notice, in the event that funds to support the Agreement become unavailable.
- D. The Vendor will be required to honor all purchase orders that were prepared and dated prior to the date of termination, if received by the Vendor with a period of thirty (30) days following the date of termination.
- E. Should any work under this Agreement be substandard or not to specifications, unless such deviation is approved by Owner in writing, Owner may cancel this Agreement.

1.20 GENERAL CONDITIONS:

- A. All pages of the bid packet proposal must be completed and returned in their entirety to constitute a complete bid.
- B. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.
- C. Contract Period: The services of the Provider shall begin July 1, 2016, and continue for three (3) one (1) year periods provided that either party shall have the right to terminate the Agreement for services upon (30) thirty days' notice in writing to the other party.
- D. Default and Termination: Contractor may be found in default of contract if services are not performed to the degree of quality and frequency so stated herein. The County may then terminate the contract and award to the next lowest bidder.
- E. All Bids must be submitted in **DUPLICATE**
- F. Basis of Award: Bid will be awarded to the vendor with the lowest net cost to the County who meets or exceeds all specifications. The County reserves the right to reject any and all bids.
- G. Invoicing Instructions: Send one invoice each month with breakdown of services by Building. Send invoices to: Forsyth County Facilities Operations 201 N. Chestnut Street, Winston-Salem, NC 27101
- H. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.
- I. Taxes:
 - a. Federal: Forsyth County is exempt from Federal Excise Taxes. The County will issue Federal Excise Exemption Certificates or Bureau of Internal Revenue Tax Exception Number only upon request of the contractor. Issuance of the certificate does not mean that the contractor is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The County will not guarantee any Federal Tax refunds to the contractor.
 - b. State: Applicable North Carolina Sales and Use Taxes are **NOT** to be shown on bids, but are to be added to invoices as a separate item.
- J. All bids must be firm and not subject to increase.
- K. The unit price as well as total price for each item must be listed for purposes of individual evaluation.
- L. Forsyth County reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
- M. No special inducements will be considered that are not a part of the original bidding document.
- N. **BID DEPOSIT REQUIREMENTS: BID DEPOSIT NOT REQUIRED FOR THIS BID.**

- O. PERFORMANCE BOND REQUIREMENTS - NOT REQUIRED FOR THIS BID.
- P. Bids are to be submitted in a sealed envelope on the form provided; facsimile transmissions (fax machine) bids are not acceptable.
- Q. Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.
- R. Contractor's employees are subject to working in high security areas governed by the US Department of Justice's Criminal Justice Information Services (CJIS) Security Policy and therefore requires successfully passing a more stringent criminal background check provided by the Forsyth County Sheriff's Office.
- S. Contractor agrees to save and hold harmless and to indemnify the County of Forsyth against any and all liability, losses, claims or costs of whatever kind of nature for any occurrence or accident in connection with or in the performance of any work or services pursuant to awarded bid, whether to property or to persons.
- T. The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:
- a. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:
 - i. **Include the County, its officials, officers, and employees as additional insured with respect to performance of the Services.** The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured.
 - ii. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.
 - b. Business Automobile Liability Insurance. The Provider shall maintain Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
 - c. Workers' Compensation and Employers' Liability Insurance. The Provider Shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.
 - d. Professional Liability Insurance. The Provider shall maintain professional Liability insurance or equivalent form with a limit of not less than \$1,000,000.
 - e. Other Insurance Requirements. The Provider shall: Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees and shown as additional insured with respect to the performance of services by Company Name". Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services. Maintain such insurance from the time services commence until services are completed. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A VII. Any alternatives to this requirement shall require written approval

of the County's Risk Manager.

- U. The names and addresses, including telephone number and person to contact, of three local Forsyth County area clients similar in size and type to the Forsyth County facilities and not less than one year under contract shall be furnished with bid submission.
- V. The bidder must also submit a Qualification of Bidder Form with bid, identifying the individual, partnership or corporation submitting the bid, along with other information outlined on the form. This information must be on the form attached hereto. Failure to submit the above form, etc., shall be grounds for disqualification of the bidder.

EXHIBIT A

Extent of General Coverage – Traction Elevators

Regularly and systematically examine, clean, lubricate, adjust and when conditions warrant, repair or replace the following:

- A. Elevator Machines – Geared/Gearless
- B. Motor Generators
- C. Controllers, Selectors, Dispatchers and relay Panels
- D. Machine Brakes and Brake Pulleys
- E. And Parts thereof , including
 - 1) Hoisting Motors
 - 2) Selector Motors, Exciter and Regulator
 - 3) Worms, Gears and Thrusts
 - 4) Bearings
 - 5) Rotating Elements
 - 6) Brake Magnet Coils
 - 7) Brushes, Brush Holders and Commentators
 - 8) Brake Shoes, Linings and Pins
 - 9) Windings and Coils Contacts, Relays and Timers
 - 10) Resistors and Transformers
 - 11) Solid State Devices
 - 12) Emergency Lighting, if furnished and installed by the same manufacturer.
 - 13) Fireman’s Service Equipment
 - 14) Deflector, Secondary and other Sheaves, Shafters, Bearings and Assemblies
 - 15) Automatic power Door Operators, Landing and Car Door Hangers, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Auxiliary Door Closing Devices.

Keep guide rails properly lubricated, except where roller guides are used. Replace guide shoe gibs or rollers, when conditions warrant, providing smooth and quiet operation. Periodically drain the gear case, flushing to remove sediment and grit and refill with new gear oil. Relamp all signals. Furnish lubricant compounds that equal or exceed the original manufactures specifications.

Periodically examines, clean, lubricate, adjust and, when the condition of the devices warrants, repair or replace the following safety devices:

- A. Interlocks and Door Closures
- B. Car Counterweight Buffer
- C. Overspeed Governors, Governor Tension Sheaves Assemblies and Car Counterweight Safeties
- D. Limit, Landing and Slowdown Switches
- E. Door Protective Devices and Alarm Bells

Conduct a yearly no-load, low speed test of car and counterweight safeties and of test buffers. Periodically equalize the tension in all hoistway ropes. Replace all wire ropes and fastenings when equipment conditions warrant. Examine and when equipment conditions warrant, regroove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves and compensating sheaves.

Periodically examine. Lubricate, adjust and when equipment conditions warrant through normal wear and tear, repair or replace the following accessory equipment:

- A. Car and Corridor Operating Pushbuttons
- B. Load Weighing Equipment

- C. All Hall Lanterns, Car position and Car operating Panels, and all other Signal and Accessory Facilities furnished and installed as part of the original equipment or a subsequent upgrade or renovation.

Periodically clean all elevator machine rooms, secondary areas, elevator hoistways and pit areas. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, identified and presentable at all times. During the course of each examination, all accumulated refuse in the pit areas will be discarded. Annually clean the elevator hoistway and related equipment including rails, inductors, hoistway door hangers and tracks, relating devices, switches, buffers, car tops and pit areas. Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.

Perform the following test on the elevator equipment:

Tests of the car and counterweight safeties, governors, buffers and all other safety devices. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed.

All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests shall be submitted and reviewed with the owner of the property within thirty (30) days following completion of all tests.

Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and the system performs as designed and installed on an annual basis. Bi-annual testing of the Fireman's Emergency Service operation of the system.

Excluded Services: The following items of elevators equipment, hoistway and machine room enclosures are not included in this contract:

ELEVATORS – ALL

Car enclosure, including side walls, interior paneling, handrails, bases, car tops, car lighting fixtures, reflectors and drop ceilings and if necessary refinishing, repairing or replacing these items.

Car fan, gates and /or doors, hoistway enclosure rail alignment, hoistway doors, door frame, sills, hoistway gates, finished flooring, power feeder switches their wiring and fusing, car light diffusers, light tubes or bulbs.

The contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, to perform cleaning of cab interior and exposed sills.

EXHIBIT B

Extent of General Coverage – Hydraulic Elevators

Regularly and systematically examine, clean, lubricate, adjust and when conditions warrant, repair or replace the following:

- A. Elevator Machines
- B. Controllers, Selectors, Dispatchers and relay Panels
- C. Machine Brakes and Brake Pulleys
- D. And Parts thereof, including
 - 1) Selector Motors, Exciter and Regulator
 - 2) Bearings
 - 3) Rotating Elements
 - 4) Brake Magnet Coils
 - 5) Brushes, Brush Holders and Commentators
 - 6) Brake Shoes, Linings and Pins
 - 7) Coils Contacts, Relays and Timers
 - 8) Resistors and Transformers
 - 9) Solid State Devices
 - 10) Emergency Lighting, if furnished and installed by the same manufacturer.
 - 11) Fireman's Service Equipment
 - 12) Deflector, Secondary and other Sheaves, Shafters, Bearings and Assemblies
 - 13) Automatic power Door Operators, Landing and Car Door Hangers, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Auxiliary Door Closing Devices.

Keep guide rails properly lubricated, except where roller guides are used. Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation. Relamp all signals as required. Furnish lubricant compounds that equal or exceed the original manufactures specifications.

Periodically examines, clean, lubricate, adjust and, when the condition of the devices warrants, repair or replace the following safety devices:

- A. Interlocks and Door Closures
- B. Limit, Landing and Slowdown Switches
- C. Door Protective Devices and Alarm Bells

Periodically examine. Lubricate, adjust and when equipment conditions warrant through normal wear and tear, repair or replace the following accessory equipment:

- A. Car and Corridor Operating Pushbuttons
- B. Load Weighing Equipment
- C. All Hall Lanterns, Car position and Car operating Panels, and all other Signal and Accessory Facilities furnished and installed as part of the original equipment or a subsequent upgrade or renovation.

Periodically clean all elevator machine rooms, secondary areas, elevator hoistways and pit areas. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery and any other parts of the equipment subject to rust, properly painted, identified and presentable at all times. During the course of each examination, al accumulated refuse in the pit areas will be discarded. Annually clean the elevator hoistway and related equipment including rails, inductors, hoistway door hangers and tracks, relating devices, switches, buffers, car tops and pit areas. Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.

Perform the following test on the elevator equipment:

Tests of the car and counterweight safeties, governors, buffers and all other safety devices. The car balance will be checked and the governor set

All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests shall be submitted and reviewed with the owner of the property within thirty (30) days following completion of all tests.

Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and the system performs as designed and installed on an annual basis. Bi-annual testing of the Fireman's Emergency Service operation of the system.

EXHIBIT C

Extent of General Coverage – Escalator

Periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed:

- A. Basic components – step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks, or shoes.
- B. Major components – brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

Periodically clean the machine room, car top, and pit of debris related to work in these areas.
Periodically paint the machine room floor. Annually complete the escalator safety switch test.

Proposal Form Elevator Maintenance Contract

Bidder's Business Name

The County intends to award this project based on the grand total cost of 36 months below.

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

Forsyth County General Services Department requests a yearly fee covering all units per location to provide elevator and escalator maintenance services.

Location	Units	Elevator/Mfg. Name	Elevator	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3
Government Center – 201 N. Chestnut Street	4	Thyssenkrupp	Traction	\$ 11,625.00	\$ 11,904.00	\$ 12,000.00
Government Center – 201 N. Chestnut Street	2	Schindler Escalator	Model 9300	\$ 3,636.00	\$ 3,690.00	\$ 3,726.00
Public Health – 900 N. Highland Avenue	2	Dover	Hydraulic	\$ 1,818.00	\$ 1,848.00	\$ 1,866.00
Department of Social Services - 741 North Highland Avenue	4	ThyssenKrupp	Traction	\$ 11,625.00	\$ 11,904.00	\$ 12,000.00
Main Library – 600 West Fifth Street *	3	ThyssenKrupp	Hydraulic	\$	\$	\$ 2,799.00
Law Enforcement Detention Center - 201 North Church Street	7	Montgomery	Traction	\$ 20,343.00	\$ 20,832.00	\$ 21,000.00
Law Enforcement Detention Center - 201 North Church Street	1	Montgomery	Hydraulic	\$ 909.00	\$ 924.00	\$ 933.00
Law Enforcement Detention Center - 201 North Church Street	2	Mattot Dumb Waiters	Traction	\$ 600.00	\$ 600.00	\$ 600.00
Hall of Justice – 200 N. Main Street	4	ThyssenKrupp	Traction	\$ 11,625.00	\$ 11,904.00	\$ 12,000.00
Sheriff's Administration – 120 W. Third Street	2	Dover	Hydraulic	\$ 1,818.00	\$ 1,848.00	\$ 1,866.00
East Winston Library – 1110 E. Seventh Street	1	Monarc	Hydraulic	\$ 909.00	\$ 924.00	\$ 933.00
Behavioral Health Complex – Building B - 725 N. Highland Avenue	1	Otis Elevator	Hydraulic	\$ 909.00	\$ 924.00	\$ 933.00
Public Safety Center - 301 N. Church Street	5	Schindler	Traction	\$ 14,531.00	\$ 14,880.00	\$ 15,000.00
				Sum Total Cost Year 1	Sum Total Cost Year 2	Sum Total Cost Year 3
LABOR RATE UNIT COSTS				\$ 80,348.00	\$ 82,182.00	\$ 85,656.00

Regular Hourly Labor Unit:	\$	Per Hour \$ 160.00
Premium Hourly Labor Unit:	\$	Per Hour \$ 275.00
Per Trip Charge:	\$	\$160.00 for regular time Per Trip \$275.00 overtime

Grand Total for all 3 Years:
\$ 248,186.00

Labor Rate Unit Costs to be paid by Owner to Vendor Compensation under terms of the Agreement in Section 1.17

These labor rate unit costs **SHALL** remain un-changed throughout the Agreement.

*Main Library elevators will be under warranty until March 2018. The third year cost should include the entire year. Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period. The Agreement shall be from date of award to June 30, 2017.

*Items not covered by maintenance service (\$5,000.00 per year) \$ 15,000.00 and MUST be approved by the Facilities Operations Manager.

PLEASE NOTE THE FOLLOWING:

The contract period will be from the date of the award through June 30, 2017. The Contract may be extended for as many as two (2) additional one (1) year periods on an annual basis if the County and Company agree and funds are available for that purpose.

If after thirty (30) days the Contractor has not reached an acceptable level of service, he shall be given thirty (30) days' notice that his contract will be terminated at the end of thirty (30) days in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

By signing below the Proposer agrees to the following:

The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Forsyth

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin

The County reserves the right to hold proposals open for a period of ninety days (90) calendar days after due date before making awards.

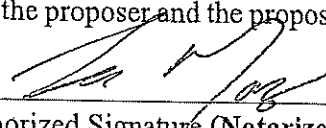
Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the Proposer and the proposal will not be considered.

This signature page must be completed and submitted with the proposal.

Elevator and Escalator Maintenance Services

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Schindler Elevator Corporation	
_____ Firm Name	_____ Authorized Signature (Notarized)
03/30/2016	495 Arbor Hill Rd, Suite A
_____ Date	_____ Street Address (P.O. Box)
34-127-0056	Forsyth, NC 27284
_____ Federal Identification No.	_____ County, State and Zip Code
336-992-0524	Lee.Morse@us.schindler.com
_____ Telephone Number	_____ Email Address

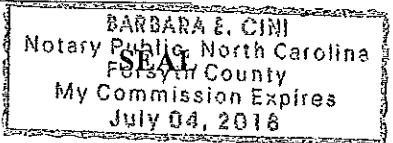
On this 30 day of March, 2016 before me Lee Morse
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by Schindler Elevator Corporation
(Company name)

to execute the proposal and did so on his/her free act and deed.

Notary Public Barbara E. Cini My commission expires 7/04/2018



The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We are a minority business enterprise.
 are not a minority business enterprise.

If yes, please identify in the appropriate box below:

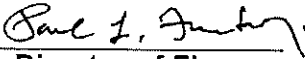
- Black
- Hispanic
- Asian American including Indian Subcontinent and Pacific Islands
- Native American Indian including Eskimos and Aleuts

We are a woman-owned business concern.
 are not a woman-owned business concern

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

8/22/2016

Date



Director of Finance