

## **Bay District Schools**

Purchasing Department 1150 West 17th Street Panama City, Florida 32405 850-767-4207

# **INVITATION TO** BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT):

## January 12, 2023

ITB NO.: RELEASE DATE: #23-05

**December 1, 2022** 

POSTING DATE FOR AWARD RECOMMENDATION:,

•	anaary 12, 2	1020				·		(on or about) <b>January 24, 2</b>	023
Bids shall be submitted to the or before 2:00 p.m. CT on be withdrawn for 90 days a and will not be considered. bid opening. Bid prices will nation 119.071 2.)	the due date list fter due date. Fa Only the names	ed herein. Bids may not axed bids are not allowed of Bidders will be read at	BID TITLE	E:	Elevato	r Mo	derniz	zation	
	INDICATED BELO ESPONSIVE.	OW AND SUBMITTED WITH	F BE COMPL	ETED IN ILURE TO "REMIT to addre	ITS ENTIRETY PROVIDE THIS  TO" ADDRESS ess other than	FOR Pas state	AYMENT: d on left,	SIGNATURE OF AN AUTHOR H THE BID, WILL RESULT IN  If payment(s) is/are to be m please complete section be	nailed
Address: City:				P.O. Ad		ss is the	same as s	tated on the left.	
State: Telephone Number: Toll Free Number: Fax Number:		Zip Code:		City: State: Contact: Telephor	ne Number:		Zi	p Code:	
E-Mail Address of Authorize  E-mail Address to Send Professor Technology  Federal Tax Identification N	urchase Orders:	:		Toll Free Fax Num	Number:				
I hereby certify that: I am submit authorized by Bidder to do so. B contents of all pages in this Invany Addenda released hereto; B and conditions contained in the that the following are require disqualification of Bid submitted with other Bidders and has no Bidder, its principals, or their Superintendent nor anyone in the department representative identifie herein is part of the public record Laws; all responses, da I agree that this bid cannot be	ting the following in idder agrees to contation To Bid (ITB idder agrees to be Invitation To Bid, at ments of this IT; Bidder has not toolluded with any lobbyists has not be District regarding different. Bidder act as defined by tall and information	mplete and unconditional accept ), and all appendices and the bound to any and all specificat nd any released Addenda and B and failure to comply wild divulged, discussed, or company other Bidder or party to any contacted any School Board Nothis ITB except as authorized knowledges that all information the State of Florida Sunshine contained in this Bid are true an	tance of the contents of tions, terms understand II result in red the Bid of other Bid; alternating the purchasing in contained and Public	Name	ure of Authoriz of Authorized F Typed or Printed	Represei		e (Manual) yped or Printed)	
SUBMITTAL REQUIREMENT below have been submitted.  Bid Bond	TS: In order to a	SECTION 2, So assure that your bid is in cor		•	rements, please	e verify th		bmittals indicated by the sturers Authorization	

SUB	MITTA	L REQUIREMENTS:	In order to a	assure that your bid is in complianc	e with I	oid requirements, please	verify the	nat the submittals indicated by th
belo	w have	been submitted.	<u></u>					
		Bid Bond		Descriptive Literature		Licenses		Manufacturers Authorization
		References		Bidder Questionnaire	Χ	Other (see		
						Appendix A)		

NOTE: If your firm wishes to not submit a bid in response to this ITB but remain on our bidder's list, complete and return, via mail or fax, this page of the ITB indicating "No Bid".

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A "SEALED BID". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

**DELIVER TO:** THE SCHOOL DISTRICT OF BAY COUNTY

PURCHASING DEPARTMENT 1150 WEST 17<sup>TH</sup> STREET PANAMA CITY, FL 32405

SEALED BID - DO NOT OPEN

SEALED ITB NO: Bid Request No. #23-05

ITB TITLE: Elevator Modernization

DUE DATE/TIME: January 12, 2023 @ 2:00 PM CST

SUBMITTED BY:

NAME OF COMPANY

### Contents:

- 1 Original hard copy with blue ink signature
- 4 copies
- 1 Digital copy on thumb-drive/flash-drive



<u>Intent:</u> The District desires to obtain bids from qualified firms relative to modernization of hydraulic elevators as specified in Appendix A within Bay District Schools. Specifications provided by third-party consultants, Vertical Assessment Associates (VAA) of Blountstown FL.

**Point Of Contact:** For information concerning procedures for responding to the bid terms, requirements, conditions and specifications, with all contact being <u>via email only</u>, Mr. Dan Fuller, General Manager of Purchasing and Contracting, Bay District School Purchasing Department, @fulled@bay.k12.fl.us. Such contact shall be for clarification purposes only.

<u>Questions:</u> Bidders may submit questions no later than the day and time listed herein. The Purchasing Department shall not respond to any questions submitted through any other formats or mediums than the one specified. The purpose of the question period is to promote a bidders full understanding of solicitation requirements by providing binding answer to the questions submitted. The Purchasing Department shall not be bound by any verbal or written information that is not contained within the solicitations documents or formally noticed and issued by the District. All questions shall be submitted no later than <u>December 18, 2022 @ 2:00 pm</u> central time, with answers to questions submitted being issued via addendum no later than the <u>December 20, 2022 @ 4:00 pm CT</u>.

**Pre-Bid Conference/Site Visit**: A mandatory Pre-bid meeting will be conducted on December 16, 2022 beginning at 8:30am. VAA will assist with pre-bid meeting, questions and site visit to each location. Meeting will begin in Purchasing Department Conference Room at 1150 West 17<sup>th</sup> Street, Panama City FL 32405 at 8:30 AM.

<u>Addendum:</u> Any material changes to the bid shall be transmitted by addendum only. The Bidder, in turn, shall acknowledge receipt of the addendum by statement of the addendum number and the date of issuance in the submittal of their bid. The District shall not be responsible for any other interpretation, other than those transmitted by addendum prior to the bid award. The Bidder is solely responsible for verifying they have received any bid addendums. Addendums will be posted to the District Purchasing Department website, at the following address: <a href="https://www.bay.k12.fl.us/bids">https://www.bay.k12.fl.us/bids</a>.

#### Section-1) General Conditions:

1. Cone of Silence: Any Bidder or lobbyist for a Bidder is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, Superintendent or BDS personnel, after the Purchasing Department releases the solicitation to the general public. This "Cone of Silence" shall go into and remain in effect from the time of the release solicitation until the Contract is awarded by the BDS. All communications regarding this solicitation shall be directed to the designated Purchasing Department point of contact unless so notified otherwise. Any Bidder or lobbyist who violates this provision may result in rejection or disqualification of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a School Board Member, Superintendent and or any Bay District Schools personnel after the release of the solicitation process and prior to the time that an

award recommendation is posted. Communications with the Purchasing Department regarding clarifications of solicitation terms, requirements, conditions, or specifications, as directed herein will not be considered as "lobbying".

- 2. <u>Prohibition of Gratuities:</u> By submission of a proposal, a Bidder certifies no employee of the BDS has or shall benefit financially or materially from any such proposals and/or subsequent contracts. Any contracts issued as a result of this solicitation may be terminated immediately if its determined gratuities of any kind were offered or received by any of the persons listed herein.
- 3. <u>Examination of Documents:</u> Bidders shall assume sole and full responsibility to thoroughly examine said specifications, documents and all other materials referenced herein. No plea of ignorance on the part of the Bidder of conditions existing and/or hereafter existing.
- 4. <u>Omission:</u> The apparent <u>silence</u> of this specification and any addendum regarding any omission from a detailed description and/or concerning any point specified or listed herein, shall always be regarded as meaning only the best available units shall be provided, best commercial practices prevail, and only materials and workmanship of first quality be utilized. All interpretations of this specification shall be made upon the basis of this agreement.
- 5. <u>Submissions:</u> Bids not conforming to the instructions provided are herein subject to rejection or disqualification at the sole discretion of BDS. The Bidder by submitting a bid indicates acceptance and agreement to all terms, requirements, conditions and <u>at a minimum shall provide and/or represents:</u>
  - All bids shall be submitted in a sealed envelope or package, clearly labeled as directed.
  - All bids shall be typed, written and/or signed in ink, utilizing all attached forms where applicable, with all spaces requesting information being completed.
  - All bids shall contain a manual signature in ink, by authorized representative with <u>binding authority</u>, indicating agreement to all provisions and specifications listed herein.
  - Bidders shall provide one (1) original signed in blue ink and four (4) hard copies and one (1) copy of original in digital format on flashdrive/thumb-drive, with all required documentation of the bid being submitted. Please note that it is not necessary to return every page of this solicitation with the bid; return only the pages that provide require or request information, signatures and back-up documentation.
  - Neither BDS nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this solicitation.
  - Bid form is prepared as Attachment E.
- 6. <u>Withdrawal:</u> Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn shall constitute an irrevocable offer and good faith negotiations for a period of <u>ninety (90) days</u>, for the provisions of the specified services to BDS, with all subject to Board approval, establishing a binding and mutually agreeable contract for all parties involved.

- 7. <u>Bid Opening:</u> Solicitations will be publicly opened in the Purchasing Department, read aloud and recorded on January 12, 2023 at 2:00 PM CST. Bidder(s) may, but are not required to attend. Solicitations will be analyzed, tabulated, and recommendations made, in which the School Board intends to make awards for projects more than \$50,000. Tabulation sheet and related information shall be posted at the Bay District Schools, Purchasing Department, located at 1150 West 17<sup>th</sup> Street, Panama City, Florida 32405, as well as on-line at <a href="https://www.bay.k12.fl.us/bids">https://www.bay.k12.fl.us/bids</a> Notification to all participating Bidders shall be made via e-mail only, with the date and time of the posting, constituting the official time of notification.
  - A. Evaluation of bids shall be conducted by committee consisting of representatives of the Facilities, Operations, Maintenance and Purchasing Departments with Third Party Consultants – Vertical Assessment Associates of Blountstown FL.
- 8. <u>Protest:</u> Pursuant to <u>Florida Statute: 120.57(3)</u>; Specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of <u>seventy-two (72) hours.</u> Failure to file a protest of either specifications or intended awards within the time described in and in accordance with said statutes and or, failure to post bond, shall constitute a waiver of all proceedings.
- 9. <u>Rejection:</u> Pursuant to <u>BDS, Board Policy Chapter-6 IV</u> and <u>Florida Statue 287-042 (1B)</u> The Bay District School Board reserves the right to waive all formalities; to accept, or reject, any bids, deemed not in the best interest of the District, while reserving the rights to:
  - Re-advertisement for bids or to bid separately any projects, deemed in the best interest of BDS.
  - Reject all non-conforming bids.
  - Cancel this solicitation and/or any portions thereof, without penalty.
  - Reject bids considered to be priced unreasonably low, declare them nonresponsive and/or take them into consideration. Determination of <u>"Priced</u> unreasonably low" shall be at the sole discretion of BDS.
  - Reject bids containing alternative or additional terms, requirements, conditions and specification contradictory to those listed herein.
  - Failure to provide requested attachments, documentation and/or completed forms shall be grounds for possible disqualification or rejection of bid.
- 10. <u>Collusion:</u> The District reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or any illegal practices upon the part of the Bidder. Any bids from individuals, partnerships, corporations, associations, firms, or other legal entity under the same and/or different names shall not be considered for possible award. The District having reasonable grounds for believing the Bidder has interest in one or more bids, is sufficient cause for rejection of all bids in which they are believed to have interest in. Any or all bids shall be rejected if there is any reason to believe that collusion exists among the Bidders.
- 11. <u>Conflict of Interest Disclosure:</u> Pursuant to <u>Florida Statute Chapter 112</u> and <u>BDS</u>, Board Policy 6.3.132. Any award subject to provisions of the referenced policy and law

stated herein. Any bidder shall disclose with their bid the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay District Schools employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

See Attachment A.

- 12. <u>Convicted Bidder:</u> Proposers shall be fully aware of the provision <u>Florida Statute 287.133 (2-A)</u> which reads as follows: "A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section <u>Florida Statute 287.017</u>, <u>Category two (2)</u> for a period of <u>thirty six (36) months</u> from the date of being placed on the convicted bidder list."
- 13. <u>Public Entity Crime:</u> Pursuant to <u>Florida Statute 287.017 & 287.133</u>. A person or affiliate who has been placed on the convicted bidder list following a conviction for public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, supplier, or be a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in for <u>Category Two (2)</u> for a period of <u>thirty six (36) months</u> from the date of being placed on the convicted bidder list. See Attachment B.
- **14.** <u>**E-Verify**</u>: Pursuant to Fla. Stat. § 448.095, Contractor/Vendor shall comply with the following:
  - A. Contractor/Vendor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.
  - B. Subcontractors
  - (i) Contractor/Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor/Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) Contractor/Vendor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
  - C. Contractor/Vendor must provide evidence of compliance with Fla. Stat. § 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor/Vendor's E-Verify number or certifying, via affidavit (Exhibit B), compliance with said statute.
  - D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor/Vendor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **Attachment D provided**.

- 15. <u>Discrimination:</u> An entity or affiliate who has been placed on the discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not receive award or perform work as a Bidder, supplier, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. <u>Debarment, Suspension, Ineligibility, and Exclusion:</u> Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in §85.200, Debarment or Suspension, §85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- 17. Hold Harmless & Indemnification:

  BDS, its appointed officials, its employees, agents, volunteers and others working on behalf of BDS, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against BDS, either individually or jointly with Bidder for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault of the Bidder, its employees, or others under the Bidder's Contract.
- 18. <u>Availability of Funds</u>: The obligations of the BOARD under this Agreement are subject

to the availability of funds lawfully appropriated for its purpose.

- 19. <u>Governing Laws and Venue:</u> In the event that the awarded proposer(s) should breach this contract BDS reserves the right to seek any remedy in law and/or in equity and shall insure, with each party hereby agreeing to submit to:
  - All legal proceedings brought in connection with this Contract shall only be in the state or federal court in the <u>State of Florida</u> and within a venue in <u>Bay County</u>, <u>Florida</u>. Upon the submittal of a bid all parties hereby accepts, agrees to and shall comply with all said requirements and conditions listed herein.
  - Personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
  - All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- 20. Finger Printing and Background Check: The awarded contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on school grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the contractor providing any/all services as required herein.

The contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to contractor and its employees.

The contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Safety & Security Department.

Where: Bay District Schools 520 School Avenue Panama City FL 32401

When: Mon-Thurs, between the hours of 7:30am-4:00pm

Point of Contact: @ 850-767-4347

#### 21. Firearms & Weapons:

The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115.

#### 22. Unauthorized Personnel:

At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

- 23. <u>Misrepresentation</u>: All information submitted are material and important and shall be considered when awarding this solicitation. Any misstatement, omission or misrepresentation shall be treated as a fraudulent concealment of true facts as related to the submission of this solicitation. A misrepresentation shall be sufficient grounds to reject or disqualify the proposer from this solicitation, and/or any re-solicitation pertaining to this subject matter and shall be punishable under law, pursuant to FS-Chapter 817.
- 24. <u>Interpretations:</u> BDS shall not consider and/or accept any unnecessary information or personal interpretations of any kind in the provisions of the services specified herein. When and if this becomes evident, and regardless of circumstance or situation, BDS shall declare such interpretations "<u>Non-Binding</u>", in dealing with any and all issues of compliance, non-compliance and/or performance by the Bidder. In such situations, BDS shall only utilize or reference the awarded bid specifications, which is applicable and contractually "<u>Binding"</u> to all parties involved. Also, at any time, when deemed necessary by BDS, may also mandate a complete review and formal assessment of the Bidders abilities in maintaining acceptable levels of service and compliance for the duration and remaining terms set herein.
- **25.** <u>Additional Information:</u> BDS reserves the right to request any additional information, after the solicitation opening, to further clarify, explain and confirmation of any information submitted with the proposal.
- **26.** <u>Clarification:</u> BDS reserves the right to allow for the clarification of questionable entries and the correction of any obvious mistakes.
- **27.** <u>Disputes:</u> In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of BDS shall be final and binding on both parties.
- **28.** <u>Special Conditions:</u> In the event any conflict exists between the Special and General Instructions to the Bidder, the Special instructions shall always have precedence.

#### Section-2) Variances & Substitutions:

1. <u>No Substitutions:</u> On specific items listed herein, no substitutions shall be allowed other than the requested brand and model number listed herein, with information and details provided, sufficient in bidding, as requested herein. See Appendix A.

#### Section-3) Award:

State Review: Pursuant to Florida Statute 1010.04, as applicable and shall herein indicate the state purchasing agreements and term contracts available under Florida Statute 287.056 have been considered and reviewed by the Bay District Schools, Purchasing Department. Initials: DF Date: November 17, 2022

- 2. <u>Response:</u> The contents of this bid, terms, requirements, conditions, and specifications listed herein and awarded response shall become an agreement to purchase services and become legally binding to all the parties involved.
- 3. <u>Intent:</u> It is the intent of BDS to award this solicitation to the most responsive, responsible bid representing the best value, with sufficient qualifications, references, products and services, which at a minimum meets or exceeds the terms, requirements, conditions and specifications of this solicitation. In determining such representations the following Florida Statues and definitions shall apply;
  - <u>FS: 287.012-26:</u> Responsive Bidder: means a bidder that has submitted a bid, or proposal, or reply which conforms in all material respects to the requirements of the solicitation.
  - <u>FS: 287.012-24:</u> Responsible Bidder: means a bidder who has the capability in all respect to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
  - <u>FS: 287. 012-4:</u> Best Value: means the highest overall value to the state based on all applicable objected factors including, but are not limited to, price, quality, design, workmanship, manufacturing and delivery lead times, support services, manufacturer in warranty parts and repairs.

As intended, this award shall be for completion of the project, pricing should reflect total costs. The District reserves the right to award successive years to second or third ranked bidders through negotiation.

- **4.** <u>Award:</u> Awards shall be made in the best interest of the District, while herein reserving the right to and shall:
  - Successful bidder(s) shall be notified via email of intent to make award. Upon the
    receipt of this notice, <u>within (7) seven working days</u>, bidder(s) shall sign and
    return said notice, indicating acceptance and in agreement to respond, per the
    terms, conditions and specifications of the bid.
  - Withdraw a bid at any time prior to the time and date specified herein.
  - Reject any bids received.
  - Reject any or all non-conforming bid received.
  - Reject any bids received, which have been determined to be unrealistic and/or priced unreasonably low, shall be declared non-responsive and ineligible for consideration, with all such decisions binding and at the sole discretion of BDS.
  - Accept or reject any item or group of items unless qualified by Bidder.
  - Take into consideration, after receipt of order (ARO), manufacturing and delivery lead times of requested items.
  - Take into consideration, support services, manufacture in warranty, parts and repairs
  - Provide applicable cost in the provision of goods or services in accordance with bid specifications, terms and conditions. Prices shall be entered on the Bid Sheets.
  - Acquire additional quantities at prices quoted, unless additional quantities are not acceptable, in which the bid sheets shall note bid is for the specified quantity only.
  - Reserves the right to award contract to a single or multiply bidder, for services specified herein, at the District sole discretion, as deems necessary and in its best interest.

- Solicitation does not commit BDS School Board to make award or be responsible for any cost or expense incurred by any Bidder prior to the execution of a contract agreement.
- Obligations of BDS under an award of this solicitation shall be subject to the availability of funds lawfully appropriated for its purpose and all contingent upon funding.
- Any and all award(s) made as a result of this solicitation shall conform to all applicable School Board Policies, State Board Rules, and State of Florida Laws and Statutes.
- Reserves the right to award only a portion of the items and/or services specified listed herein, and/or if it's deemed to be in the District best interest.
- Bidder may be <u>disqualified</u> from receiving awards if anyone in its employment, has previously failed to perform satisfactorily in connection with any K12 and/or public entity bidding or contracts.
- 5. <u>Identical/Ties:</u> When identical prices are received from two or more bidders and all other factors are equal, priority for award shall be given to bidders in the following sequence:
  - In-county preference
  - Company receiving larger dollar award of the bid
  - Coin toss.
- 6. <u>Right to Negotiate:</u> The District reserves the right to negotiate contract modifications with the awarded Bidder, at any time, as necessary and is in the best interest of the District to do so. When formalizing said agreements, without the use of a sealed bid, the District reserve the right to negotiate any provisions of this agreement necessitated by law, statues, policy, situation, circumstance, not limited to or excluding of, terms, requirements, conditions, specification, pricing, additions, deletions, and points of clarifications.
- 7. <u>Use Of Other Contracts:</u> The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per <u>BDS, Board Policy</u> and <u>State Board Rule 6A-1.012</u>, as currently enacted or as amended from time to time, in lieu of any bid received or award made as a result of this bid if it is in its best interest to do so.
- 8. <u>Assignment:</u> Neither award of this bid nor any interest in said award may be re-assigned, transfer and/or encumbered by any party without the prior written consent from the District. There shall be no partial assignments of this bid including, without limitation, the partial assignment of any right to receive payments from the District.
- 9. <u>Purchase by Other Public Agencies:</u> With the consent and agreement of the awarded bidder(s), purchases may be made under this bid by other agencies (piggybacking). Such purchases shall be governed by the same terms and conditions as stated herein.

## Section-4) Local Preference:

Local Preference: Preference in bidding, in purchasing of, or letting of contracts for procurement

of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, shall be as follows:

- Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price offered by the overall lowest, qualified and responsive non-local Bidder if their bid is within five percent (5%) of the overall lowest, non-local price.
- Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local Bidder if their bid is within three percent (3%) of the overall lowest, non-local price.
- Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:
  - o Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).
  - A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).
- Notice. Both bid documents and request for proposal documents shall include notice to bidders of the local preference policy.
- Certification. Any bidder claiming to be a Local Business as defined herein shall so certify
  in writing to the purchasing department. The certification shall provide all necessary
  information to evidence that the bidder meets the requirements to qualify as a Local
  Business. The purchasing department shall not be required to verify the accuracy of any
  such certifications and shall have the sole discretion to determine if a bidder meets the
  definition of a Local Business. Local Business definition, for the purposes of this section,
  "Local Business" shall mean:
  - Has had a fixed office or distribution point located in and having a street address within Bay County for at least <u>six (6) month's</u> immediately prior to the issuance of the request for competitive bids or request for proposal by the District;
  - Holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

#### See Attachment C.

## Section-5) <u>Public Records:</u>

- 1. <u>Public Records:</u> Pursuant to subsection 119.071(1)-(b) Florida Statutes, 2013 "sealed bids, proposals or replies received by the District pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.
  - All bid documents or other materials submitted by the Bidder in response to this solicitation will be open for inspection, upon request, by any person and in

- accordance with Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from such disclosure.
- BDS has the right to use any or all documents, submittals, ideas presented in any response to this solicitation, with selection or rejection of a submittal not affecting this right.
- If BDS rejects, cancels and intends to reissue a solicitation? Then all proposals or responses submitted, shall be exempt from public records, and returned unopened.
- 2. <u>Public Records Notice:</u> AS REQUIRED HEREIN, IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF <u>CHAPTER 119</u>, <u>FLORIDA STATUTES</u>, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION OFFICE AT 850-767-5281, 1311 BALBOA AVE., PANAMA CITY, FL 32401.

Bidder is required to comply with the <u>FL Public Records Law, Chapter 119, F.S.,</u> in the performance of its duties under this contract and will specifically:

- Keep and maintain public records required by the School Board to perform the service.
- Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and if the Bidder does not transfer the records to the District.
- Upon completion of the contract, transfer, at no cost to the District, all public records in possession of the bidder or keep and maintain records required by Board. If all records are transferred, any duplicates will be destroyed by bidder. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the District.
- Failure of the bidder to comply with the provisions set forth shall constitute a default
  and material breach of this agreement, which may result in immediate termination,
  with no penalty to the District.
- 3. <u>Confidentiality:</u> Response documents related to this procurement process are governed by the Public Records Laws, <u>Chapter 119</u>, <u>Florida Statutes</u>. Information obtained in response to this SOLICITATION which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as <u>"Confidential"</u> the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by

proposer, including claimed confidential information will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from Chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by proposer and proposer has claimed certain materials to be confidential and exempt from Chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from Chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

4. <u>Publishing:</u> The Bidder shall be prohibited from publishing or releasing any information related to this solicitation without the issuance of a Letter of Intent (LOI) via email only, requesting such approval from BDS prior to any such activity. Any and all information and documentation resulting from this solicitation and/or ensuing contract shall remain the sole property of BDS.

#### Section-6) Agreement:

- 1. <u>Agreement:</u> The bid document, addendums, award letters and all corresponding documentation shall constitute a complete and binding agreement with the Bidder. District shall not accept any proposed terms and conditions different than those specified herein. By virtue of submitting a bid, bidder agrees to not submit to any District employee, for signature, any document that contains different terms and conditions than those specified, with all others being non-binding on the District.
- 2. <u>Transfer:</u> The proposer shall not enter into sub-contracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation.
- 3. Service Requirements: See Appendix A
- 4. Service Locations: See Appendix A

#### Section-7) Financial

- 1. <u>Pricing:</u> All pricing submitted shall be firm for the duration of the contract, unless negotiated or stated otherwise within this solicitation and shall include:
  - Pricing shall be based on F.O.B Destination Freight Pre-paid to Bay County,

- Florida, including all packaging, handling, shipping charges and inside delivery to any BDS location.
- Any orders issued by any BDS site, will fall under this solicitation and therefore receive all pricing, discounts and benefits as listed herein.
- Any discrepancy or error in bid pricing, the unit price will govern. All calculation and errors shall be recomputed by the Purchasing Department.
- 2. Performance and Payment Bonds. The awarded Contractor is required to furnish to the District a Performance Bond and Payment Bond, each in the amount of One Hundred percent (100%) of the total Project value ("Bonds") within fifteen (15) days of award notice. Such Bonds may be in the following form: 1) a Cashier's Check, made payable to the School Board of Bay County Florida; 2) Bonds written by a surety company authorized to do business in the State of Florida, in accordance with Section 255.05, Florida Statutes; or 3) an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Bay County, be in the amount of the Agreement and should clearly and expressly state that it cannot be revoked until express written approval has been given by the District. The District, to draw on same, would merely have to give written notice to the bank with a copy to the Contractor. Performance and Payment Bonds shall not expire until one (1) year after completion of project.
- 3. <u>Project Schedule</u>. Project must be completed by **December 31, 2023**. Project schedule shall be negotiated with awarded contractor upon acceptance of award.
- 4. <u>Draw Schedule</u>. All Payment requests to be submitted using AIA form G703 payment application. Verification will be conducted by contracted third party consultant, VAA, for verification prior to release of funds. Minimum of ten percent (10%) shall be retained until full compliance inspections are completed. The draw schedule will be as follows.

#### Draw schedule

30% of project cost as down payment for engineering and manufacture.

26% upon delivery of materials

4% upon satisfactory inspection of each car (times 11 cars)

10% retainage to be withheld from each payment.

- 5. Invoicing & Payment: See Draw Schedule.
- 6. <u>Tax Exempt:</u> For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption number appears on the purchase order or certificate available upon request.
- 7. <u>Financial Consequences:</u> The District reserves the right to withhold any/all payments for an indefinite period of time and/or expedite appropriate remedies to correct deficiency when the bidder has failed to preform or comply with all the provisions of the bid, after a notice to correct has been issued. Payment <u>shall only be released when the resolutions</u> of all issues has been made to the satisfaction of the District.

8. <u>Force Majeure:</u> The bidder(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of nature beyond the control of the bidder, unless otherwise specified.

### Section 8) Shipping & Receiving:

- <u>Delivery</u>: If materials are shipped directly to the District, receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. CT. Bidders must call forty-eight (48) hours prior, to schedule all delivery appointments. The District shall not take receipt of materials or assume liability.
- Shipping Designations: Prices shall include all associated expenses, for shipping, handling, and transportation, via <u>F.O.B Destination</u>, freight pre-paid to specified points of delivery in Bay County, FL.
- 3. <u>Claims Responsibility:</u> It shall be the responsibility of the Bidder to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, bidder shall immediately be notified by phone with a follow-up email within (24) twenty-four hours of notification.
- 5. <u>Risk of Loss:</u> The Bidder shall assume all risks of materials delivered to School District through final compliance inspection.
- 6. <u>Packing:</u> All shipments will include an itemized list of each package's content, and reference the District's purchase order number. No charges will be allowed for cartage or packing unless agreed to by the District prior to shipment.
- 7. <u>Packing Slips:</u> It will be the responsibility of the Bidder to attach all packing slips to the outside of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment may result in possible refusal of shipment and return at bidder's expense.

# ATTACHMENT A CONFLICT OF INTEREST/DISCLOSURE

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

#### **SECTION I**

	Company	Name
ignature	company	
ame of Official (Type or Print)	Business A	Address
	City, State	e, ZIP Code
	SECTION II	
	w. 11 Street, Panama City, FL 324	01, prior to proposal op
Jame	Title or Position	01, prior to proposal op  Date of Filing
Jame Jame		
	Title or Position	Date of Filing  Date of Filing

1.

5.

This sworn statement is submitted to \_\_\_

# ATTACHMENT B PUBLIC ENTITY CRIMES STATEMENT:

# SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM **MUST** BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

(print name of the public entity)						
(print individual's name and title)						
(print name of entity submitting sworn statement) whose business address is						
and (if applicable) its Federal Employer Identification Number (FEIN) is(little entity has no FEIN, include the Social Security Number of the individual signing this sworr statement:)						
I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <b>Florida Statutes</b> means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.						
I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <b>Florida Statutes</b> , means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.						
I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <b>Florida Statutes</b> , means:  1. A predecessor or successor of a person convicted of a public entity crime; or  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.						

I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives,

Bay District Schools Bid Request 23-05 – Elevator Modernization Page 19 of 22

My commission expires:

(Signate: STATE COUNT PERSC who, af	MATION CONTAINED IN THIS FORM.  ture)  OF  TY OF  DNALLY APPEARED BEFORE ME, the undersigned authority,  fier first being sworn by me, (name of individual signing) affixed his/her signature in the space above on this day of, 202
(Signate: _	ture)  OF
(Signate: _	ture)
(Signat	
(Signat	
INFORI	
	MATION CONTAINED IN THIS FORM.
THE PUONLY A WHICH PRIOR	UBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN I IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED CTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE
	of the final order)  ERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR
of Admi	er, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division inistrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in blic interest to place the entity submitting this sworn statement on the convicted vendor list. (attach
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.
6.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

# ATTACHMENT C

## **CLAIMING LOCAL PREFERENCE**

5% Discount Requested Our business is requesting a 5% local preference based on the fact that our HOME/MAIN OFFICE is located in Bay County. It is located at:
(business address)
3% Discount Requested Our business is requesting a 3% local preference based on the fact that we have an office located in Bay County. It is located at:

#### ATTACHMENT D E-Verify Certification



## School Board of Bay County Florida

1. I am (title) of ("Contractor").

- 2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.
- 3. The Contractor has contracted with or may contract with School Board of Bay County Florida ("Board" or "District") (the "Agreement").
- 4. I hereby certify that the Contractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Agreement and shall provide evidence thereof upon request.
- 5. The Contractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.
- 6. The Contractor/Vendor shall require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- 7. The Contractor/Vendor shall require all subcontracts performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Contractor shall provide the District with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.
- 8. The Contractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Board securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- 9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in one (1) year suspension from contracting with the District.

CONTRACTOR NAME:	
AUTHORIZED REPRESENTATIVE:	
(Printed Name)	(Signature)
(Title)	(Date)

# ATTACHMENT E

# Bid Request 23-01 - Bid Form

Respondent:	
Arnold High School (2-cars) 550 Alf Coleman Road, Panama Cit	y Beach, FL. 32407,
Serial # 57574	\$
Serial # 57575	\$
Bay High School (2-cars) 1200 Harrison Ave. Panama City, FL 3	32401,
Serial # 49128	\$
Serial # 60381	\$
Haney Technical College (1-car) 3016 Hwy. 77, Panama City, Fl	_ 32405,
Serial # 26181	\$
Merritt Brown Middle School (1-car) 5044 Merritt Brown Way, Pa	nama City, FL 32404,
Serial # 41075	\$
Nelson Administration (2-cars) 1311 Balboa Ave, Panama City, I	FL 32401
Serial # 46356	\$
Serial # 46277	\$
Rutherford High School (2-cars) 1000 School Ave. Panama City,	, FL 32401,
Serial # 40366	\$
Serial # 49021	\$
Surfside Middle School (1-car) 300 Nautilus Street, Panama City	Beach, FL 32413
Serial # 43430	\$
Total all sites:	\$

# BAY DISTRICT SCHOOLS ITB 23-05

# **Appendix - A**

# HYDRAULIC ELEVATOR MODERNIZATION SPECIFICATIONS

Prepared By:

VERTICAL ASSESSMENT ASSOCIATES 17752 NE Charlie Johns Street Blountstown, FL 32424

Phone 850-210-0085

November 2022 For Bay District Schools

#### **SECTION 14210 - HYDRAULIC ELEVATORS**

#### PART 1 GENERAL

#### 1.1 SCOPE OF WORK

This Project consists of the modernization of eleven hydraulic elevators in **Bay County School District** in Bay County, FL. Locations are:

Arnold High School (2-cars)
550 Alf Coleman Road
Panama City Beach, FL. 32407
Serial # 57574-57575

Bay High School (2-cars) 1200 Harrison Ave. Panama City, FL 32401 Serial # 49128, 60381 Haney Technical College (1car) 3016 Hwy. 77 Panama City, FL 32405 Serial # 26181

Merritt Brown Middle School (1-car) 5044 Merritt Brown Way Panama City, FL 32404 Serial # 41075 Nelson Administration (2-cars) 1311 Balboa Ave Panama City, FL 32401 Serial # 46356, 46277 Rutherford High School (2-cars) 1000 School Ave. Panama City, FL 32401 Serial # 40366, 49021

Surfside Middle School (1-car) 300 Nautilus Street Panama City Beach, FL 32413 Serial # 43430

- A. Work to be coordinated so that each elevator remains out-of-service for building occupants for the minimum possible time. Each elevator should only be out of service the minimum possible time to prevent unnecessary inconvenience to users.
- B. Remove and dispose of all existing equipment listed to be replaced for each elevator.
- C. Removal includes but not limited to, controllers, pumping units, wiring, travel cables, hall call stations & hall indicators, hall and car door equipment, door operators, and hatch switches.
- D. Provide equipment as specified herein, including: New pump units, controllers, fixtures, leveling systems, car / hoistway door equipment, wiring, sealing of penetrations in the rated enclosures that are created as a result of this work and other work is detailed in the RFP Specifications.
- E. Cab controls, audible signals, all directional indicators, lights, Braille signage, and communication equipment shall be installed in accordance with the Americans with Disabilities Act Accessibility Guideline.
- F. The required permits shall be obtained from the State of Florida, Bureau of Elevator Safety. Contractor is responsible for coordinating with licensed inspectors to be present for alteration inspections when work is complete prior to releasing equipment for Owners use. Elevator Contractor is responsible for all permit applications, fees and inspection costs.
- G. The contractor shall supply and install a complete elevator system, fully functional and operational and suitable in every way for the service required.
- H. Perform demolition in such a manner as to eliminate hazards to persons or property, provide safeguards including full height un-perforated barricades, warning signs and other items needed to protect personnel throughout this contract.

#### 1.2 RELATED WORK

- A. The Elevator Contractor shall be responsible for engaging the services of a licensed Fire Alarm Company to install the required fire alarm initiating devices in the lobbies, machine room and/or hoistway as mandated by code. The elevator contractor is responsible for coordinating with the Fire Alarm Contractor for any work they are required to perform in elevator spaces.
- B. The Elevator Contractor shall be responsible for engaging the services of a licensed Electrical Contractor for any necessary upgrades to replacement or relocation of electrical disconnecting means or electrical service wiring, for upgrading lighting to meet code requirements and providing air conditioning as required. A means will be provided to enable each machine room to keep elevator equipment within the temperature and humidity range established by the manufacturer to ensure safe operation of the equipment. The hoist way ventilation shall be rerouted to outside air. The elevator contractor is responsible for coordinating with the electrical contractor for any work they are required to perform in elevator spaces.

#### 1.3 QUALITY ASSURANCE

#### A. Manufacturer qualifications

- 1. Hydraulic elevator shall be pre-engineered system provided by a company that is currently and regularly engaged in manufacturing elevator systems.
- 2. The manufacturer must be a firm whose name is listed as an approved manufacturer.
- 3. Approval will not be given to any elevator contractor or manufacturer who has established on prior projects either government, municipal or commercial, a record of unsatisfactory elevator installations or has repeatedly failed to complete contracts awarded within the contract time or has no requisite record of satisfactorily performing elevator installations of similar type and magnitude. Elevator Company shall provide a minimum of four references, include contact person and telephone numbers.
- 4. Only new components shall be utilized on this project during the modernization. No rebuilt, reconditioned or used equipment is allowed other than existing components that are not specified for replacement. Rebuilt or repaired components may be used for repair during the 12 month maintenance period after acceptance inspection of the modernization work.

#### B. Installer qualifications

- 1. The elevator manufacturer or a certified installer approved by elevator manufacturer with no less than ten (10) years of satisfactory experience installing and servicing elevator equipment equal to the material, design and extent to that indicated for this Project and with a record of successful in-service performance.
- 2. All installation mechanics for this project must have a current certificate of competency card issued by the State of Florida. (A minimum of one mechanic and one helper must be on site at any time work is in progress)
- 3. Only service mechanics having a current certificate of competency card issued by the State of Florida shall be permitted to service this project.

#### C. Regulatory Requirements

- 1. In addition to local governing regulations, comply with applicable provisions in the latest edition of ASME A17.1, "Safety Code for Elevators and Escalators", adopted by the State of Florida at the time of permit application.
- 2. Florida Building Code, latest edition
- 3. NFPA 70, National Electric Code, 2017 edition
- 4. NFPA 72, National Fire Alarm Code, 2017 edition
- 5. ASME A17.5 Code for Electrical Equipment
- 6. Florida Accessibility Code and the Americans with Disabilities Act

#### 1.4 SUBMITTALS

- A. Product Data. Provide three bound copies of descriptive data, technical literature, performance charts, catalogue cuts, brochures; show capacities, performance operations and features.
- B. Samples of exposed finishes of signal equipment; 3-inch- (75-mm-) square samples of sheet materials for owner's approval.
- C. Manufacturers Certificates: Signed by elevator contractor certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, including emergency generator requirements (if applicable), are adequate for elevator equipment being provided.
- D. Maintenance Manuals: Include three bound copies of operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, complete wiring diagrams and control diagrams, and emergency instructions. Include all troubleshooting manuals, diagnostic access information/codes, routine maintenance procedures and repair information available to manufacturer/installer's maintenance personnel and a maintenance control program (MCP) for the new equipment. If electronic information or documents are provided for the machine room, a laptop must also be provided in each machine room for viewing them to become property of the Owner. Submit for Owner's information at Project closeout as specified in Division 1. Supply one set of wiring diagrams for each Maintenance Manual, and one set for the machine room.

#### 1.5 FIELD MEASURMENTS

The contractor shall become familiar with all details of the work, verify all dimensions in the field and advise the Project Manager of any discrepancy before performing any work.

#### 1.6 WARRANTY

- A. Warranty: Submit a written warranty, signed by manufacturer agreeing to repair, restore or replace defective elevator work within specified warranty period at no cost to owner; this includes labor and parts or material.
  - 1. Warranty Period: 12 months from the date of Final Completion inspection releasing equipment to Owner's use and the date of Final Acceptance as determined by the satisfaction of all the requirements set forth in this Specification.
  - 2. Contractor will warranty all parts manufactured by others that are incorporated into this project.

#### 1.7 MAINTENANCE SERVICES

- A. Initial Maintenance Service: Beginning at Final Acceptance (as defined in this RFP) provide 12 months' full maintenance service by certified, fully trained employees of the elevator installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment.
  - 1. Perform maintenance, including emergency callback service, during normal working hours.
  - 2. Interim maintenance is to be provided by the successful elevator contractor, from the contract date until Final Acceptance (as defined in this RFP). This service will be provided at no additional cost to the Owner.
  - 3. Emergency callback service after normal working hours will be included and at no additional cost to the owner for such work.
    - a. Response Time: 60 minutes or less from the time the call is placed until the service technician arrives at the building.
  - 4. Certify that all parts used in connection with maintenance and callback service are new parts from the original equipment manufacturer, or rebuilt/remanufactured parts by approved repair facilities.
  - 5. Elevator installer shall certify that it has a service office with a staff of full-time, certified employees within 60 miles of each project site.
  - 6. Elevator Contractor shall strictly conform to the requirements of ASME A17.1 Part 8.6 and perform all of the annual tests required by ASME A17.1, Part 8.6 prior to the end of the 12 months warranty and service period. These tests shall be performed in the presence of representatives of the Owner and/or the Owner's agent including a QEI certified elevator inspector. Any corrective action required to correct deficiencies or make adjustments will be at the expense of the Elevator Contractor.
  - 1. Elevator contractor shall provide a minimum of (1) one examination per elevator per month, with a minimum total of (1.0) one hour per hydraulic elevator per month.
  - During the initial twelve-month period, the elevator contractor may offer to accept the owner's a standard maintenance contract with the same number and frequency of examinations-as required during the initial period. The amount of this proposal is to be submitted with the bid. The owner's contract contains provisions to ensure that this equipment remains in first class condition. At the end of the initial twelve-month period, a copy of all maintenance and callback records shall be provided to the Owner for inclusion in the record file.

PART 2 PRODUCTS NOVEMBER 2022

#### 2.1 MANUFACTURERS

Available Manufacturers: Subject to compliance with the specifications, manufacturers offering hydraulic elevator components that may be incorporated into the Work include but are not limited to, the following:

- 1. TK Elevator
- 2. Oracle Elevator
- Cavinder Elevator
- 4. Mowrey Elevator
- 5. Smartrise Engineering (floor selector and controller equipment only)
- Elevator Controls Corporation (floor selector and controller equipment only)
- 7. Vertitron Midwest Inc. (controllers and floor selection equipment)
- 8. G.A.L. Manufacturing Corp. (door equipment, controllers, floor selector equipment, roller guides)
- 9. EECO (pump unit and control valve only), Maxton (control valve)
- 10. Magnetek (motor drive systems for elevator pump motors)
- 11. Janus Elevator Products, Tri-Tronics Company (electronic door detector devices only)
- 12. Elevator Products Corp., Innovation industries, PTL. G.A.L. (signal fixtures only)
- 13. Rustoleum, Sherwin Williams, Martin Semour (paint and coatings)
- 14. Retro Elevator, Poehler Elevator (cab finishes)
- 15. Gunderlin, Idec (doors, cab finishes)

Additional manufacturers may be approved on a case by case basis only by the project manager and only in writing.

#### 2.2 MATERIALS AND COMPONENTS

General: Provide manufacturer's standard elevator systems. Where components are not otherwise indicated, provide standard components, published by manufacturer as included in standard pre-engineered elevator components and as required for a complete system. Items listed singular shall be considered as plural when multiple elevators are specified.

- 1. Constituent parts which are alike shall be the product of a single manufacturer.
- 2. Manufacturers of equipment assemblies which include components made by others shall assume complete responsibility for the final assembled unit.
- A. CONTROLLERS See Section 2.3 "OPERATING SYSTEMS"
- B. PUMP UNIT New pump units to be provided. New pump unit will include a pump, motor, and control valve, all incorporated into a single unit, which will include the reservoir. The pump unit for all locations except Haney Technical Center and Nelson Administration already use a submersible design. Haney Technical Center and Nelson Administration pump unit design may be submersible if the required performance is maintained without increasing the current power available in the machine room, Otherwise the replacement units for those locations will remain dry type. The pump units are to be mounted on sound/vibration isolation pads. Any pipe supports and wall penetrations for the oil line will be provided with vibration/sound isolation. As part of this Work, replace any missing sound isolation pads for the oil line supports. New pancake style Dover mufflers shall be provided and installed between the control valve and jack to effectively reduce the sound to an acceptable level. New shut-off valves and isolation couplings shall be provided.
- C. MOTOR STARTER Supply and install a new, solid state starter sized for required motor, and adjust to ramp motor speed from stop to full RPM in approximately  $1\frac{1}{2}$   $2\frac{1}{2}$  seconds.
- D. CAB, CAB DOORS, AND RELATED EQUIPMENT— See Section 2.5 "PASSENGER ELEVATOR ENCLOSURES".

- E. CAR SLING, Platform and Guides See Section 2.5 "PASSENGER ELEVATOR ENCLOSURES"
- F. FIXTURES See Section 2.4 "SIGNAL EQUIPMENT"
- G. LEVELING SYSTEM Supply and install a non-proprietary leveling system consisting of sensors or proximity switches to determine the location of the elevator car in the hoistway, and when to slow down, stop, anti-creep, and operate the doors.
- H. LIMIT SWITCHES Top and bottom terminal limit switches shall be replaced with new mechanical switches operated by a car mounted cam.
- I. WIRING AND TRAVEL CABLES See Section 2.7 "ELEVATOR WIRING"
- J. HOISTWAY ENTRANCES See Section 2.6 "PASSENGER ELEVATOR HOISTWAY ENTRANCES"
- K. CAR TOP OPERATING STATION The elevators shall be equipped with a new car top operating station located on the front side of the cross-head, in a location that does not require elevator maintenance personnel to step onto the top of the elevator in order to operate the emergency stop or inspection switch. (buzzers or beepers activated during inspection car top operation that are not required by ASME A17.1 are not permitted)
  - 1. UP/DOWN buttons, with ENABLE button, all properly marked
  - 2. Run/Stop toggle or push-pull type switch
  - 3. Automatic/Inspection switch.
  - 4. Work light, with non-conducting guard. Include light switch.
  - 5. GFCI type duplex 120 volts AC power receptacle for tools, etc.
- L. PIT SWITCH Replace with code compliant model of manufacturer's standard offering.
- M. BUFFERS Retain existing car buffers. The existing buffers shall have all rust removed and be painted with a high grade industrial enamel prior to final inspection.
- N. PIT LADDER Retain pit ladders.
- O. HYDRAULIC FLUID Hydraulic Fluid: The hydraulic system shall be maintained with hydraulic oil compatable with current sytem requirements.
- P. HYDRAULIC CYLINDERS Retain and reuse existing cylinders.

#### 2.3 OPERATION SYSTEMS

- A. Elevator Controllers:
  - 1. The new ECI, GAL, Smartrise or VMI controllers only shall be supplied, installed and adjusted by the elevator contractor.
  - 2. **Propriety based systems will not be acceptable. The software for programming shall be non-proprietary.** All software must be stored on an EPROM. If a tool is required to adjust, program, or maintain the system, one such tool shall be provided to, and will become the property of, the building owner. Tools that require periodic reprogramming are not acceptable. The owner or owner's agent will make any necessary determinations on whether equipment is to be considered "proprietary". If an installed system is found to be proprietary it will be removed and replaced by the contractor at

no cost to Bay District Schools.

Programmable options and parameters shall be stored in nonvolatile memory. As a minimum, there shall be an alphanumeric display used for programming and diagnostics. Programmable parameters and options shall include, but are not limited to, the following:

Openings Served
Simplex Operation
Selective Collective
Programmable Fire Code Options/Fire Floors (Main, Alternates)
Floor Encoding (Absolute PI)
Digital PIs
Programmable Door Times
Programmable Motor Limit Timer
Nudging
External Low Oil Sensor Input
Hall or Car Gong Selection

Field selectable pre-programmed Fire Service operations compliant with the following: the latest edition of ASME A17.1 adopted by the AHJ at the time of permit application.

The controller shall have field programmable inputs to initiate special operations based on customer needs. These functions can be inputs as listed below.

Independent Service Input

- 3. The elevator controller shall utilize a microprocessor based logic system and shall comply with the latest edition of ASME 17.1, Safety Code for Elevators adopted by the AHJ at the time of permit application. The system shall provide comprehensive means to access the computer memory for elevator diagnostic purposes, and shall have permanent indicators to indicate important elevator statuses as an integral part of the controller.
- 4. Dedicated permanent status indicators shall be provided on the controller to indicate when the safety string is open, when the door locks are open, when the elevator out of service timer has elapsed, and when the elevator has failed to successfully complete its intended movement. In addition, provide means of displaying the other special or error conditions that are detected by the microprocessor.
- 5. An out of service timer (TOS) shall be provided which will automatically take a car, and all equipment for that car, out of service if the car is delayed in the building, the car shall not respond to hall calls while in this mode of operation. The TOS is designed to prevent equipment damage and passenger delay.
- Door protection timer shall be provided for both the open and close directions which will protect the door motor and which will help prevent the car from getting stuck at a landing. The door open protection timer shall cease attempting to open the door after a predetermined time in the event that the doors are prevented from reaching the open position. The door close protection timer shall reopen the doors for a short time in the event that the doors closing attempt fails to make up the door locks after a predetermined time.
- 7. A minimum of three different door standing open times shall be provided. A car call time value shall predominate when a car call is canceled. A hall call time value shall predominate whenever a hall call is canceled. In the event of a door reopen from the

- proximity edge, door open button, etc., a separate short door time value shall predominate.
- 8. A buzzer shall sound while nudging operation is occurring.
- 9. Fireman's Phase I emergency recall operation, alternate level phase I emergency recall operation, and phase II emergency in-car operation, and flashing light feature for machine room smoke detector shall be provided according to ASME A17.1 and NFPA-72, National Fire Alarm Code.
- 10. Independent service operation shall be provided such that actuation of a key switch in the car-operating panel will cancel any existing car calls, and hold the doors open at the landing. The car will then respond only to car calls and will ignore hall calls. Car and hoistway doors will only close by constant pressure on car call buttons or a door close button until the car starts to move. While on independent service, arrival lanterns and gongs shall be inoperative.
- 11. If only hall calls set for the opposite direction of travel of the elevator exist ahead of the car, the car shall proceed to the most distant car call, reverse direction, and start collecting the calls.
- 12. The car shall be equipped with two-way leveling to automatically bring the car within plus or minus 1/4 inch of floor level at any landing regardless of load.
- 13. A test switch shall be provided. In the "test" position, this switch shall allow independent operation of the elevator without door open functioning for purposes of adjustment or testing the elevator. The elevator shall not respond to hall calls and shall not interfere with the operation of any other car.
- 14. The automatic leveling zone shall not extend more than 12" above or below the landing level nor shall the doors begin to open until the car is within 12" of the landing. In addition, the inner leveling zone shall extend no more than 3" above or below the landing.
- 15. Simplex selective collective automatic operation shall be provided for all cars except Nelson Administration. Operation of one or more car or hall call pushbuttons shall cause the car to start and run automatically, provided the hoistway door interlocks and car door contacts are closed. The car shall stop at the first call set for the direction of travel. Stops shall be made in the order in which car or hall calls set for the direction of travel are reached, regardless of the order in which they were registered.
- 16. Duplex operation shall be provided at Nelson Administration. This group configuration will include a computer for each controller and shall assign cars on a real time basis using estimated time of arrival (ETA). Should one computer lose power or become inoperative in any way, the other computers shall be capable of accepting and answering all hall calls. When all computers are in operation, only one shall assume the role of dispatching the hall calls to all elevators.
- A. Landing System: A new leveling system from, shall be supplied and installed by the contractor. It shall utilize a device to establish incremental car position to an accuracy of .1875" or better using a signal for the entire length of hoistway. Absolute floor number encoding with parity shall be

provided at each floor in order to establish exact floor position to the computer. The system shall not require movement to a terminal landing for the purpose of finding the correct car position. The system shall utilize an automatic 2-way leveling device to control leveling of the car within 1/4" above or below landing sill. Over travel, under travel or rope stretch shall be compensated and car brought level to landing sill. Individual car controller shall be capable of learning the position of each floor in building to an accuracy of +/-.1875".

- B. Limit Switches New mechanical directional limit switches and final terminal limit switches shall be supplied and installed.
- C. Hoistway access switches shall be installed at terminal landings when required by A17.1.

#### 2.4 SIGNAL EQUIPMENT

#### A. Hall-Call Stations

- 1. Hall-Call operating devices shall consist of new surface mounted fixtures at each landing. There shall be "UP" push-buttons at bottom landing, "DOWN" push-buttons at top landing and "UP" and "DOWN" push-buttons at all other landings. Push-buttons shall be a standard design, with light to indicate when a call is registered, and bezel shall have an arrow to indicate up or down. New hall position signals may be incorporated into the new fixtures at each landing or provided separately.
- 2. A Fire service switch shall be provided, and located at the designated landing in the hall station. The switch nomenclature shall be RESET, OFF and ON with the key removable only in the OFF or ON positions. Phase I operating instructions shall be permanently engraved into the hall station cover. The key switch used shall comply with the latest edition of ASME 17.1, Safety Code for Elevators adopted by the AHJ at the time of permit application.
- 3. Each hall call station cover shall have the emergency instructions required by Florida Building Code 3002.3 permanently engraved and back-filled with enamel.
- 4. The designated floor hall station shall include a visual indicator and reset switch for compliance with the ASME A17.1 rule 2.27.1.1.6 requirement for verification of the communication line.

#### B. Car Station

The car operating panels shall be replaced with new panels incorporating the car controls. They shall be provided with the necessary .030" markings for the handicapped, with floor numbers engraved into the car panel and backfilled with enamel. Braille plates mounted from the back of the panel and flush with the panel surface would be acceptable, surface mounted plates are not acceptable. Panels shall include a series of push-buttons numbered to correspond to the floor served and various additional switches, buttons and light jewels. All push buttons shall be  $\frac{3}{4}$ " diameter minimum. Operating buttons shall be manufacturer's standard design. Fireman's service controls and instructions shall be provided under a locked cover to meet new code requirements. The state serial number along with all required markings on the new car operating panels (manufacture, capacity, "No Smoking", etc) shall be permanently engraved and back-filled with enamel. The key switch used shall be compliant with the current State of Florida Fire Key requirements. Fire Operation instructions shall be within the Fire Control Panel. Car operating panel shall consist of the following operating devices:

- 1. "DOOR OPEN" button
- 2. Key-operated light switch
- 3. Key-operated fan switch
- 4. Means of two-way communication
- 5. Keyed in-car stop switch
- 6. Emergency alarm bell button
- 7. Key-operated independent service switch
- 8. Illuminated call buttons
- 9. Emergency light (may be mounted in ceiling above car station)
- 10. Position indicator
- 11. Fire Control indicator light
- 12. Fire Operation panel as outlined in ASME A17.1 rule 2.27.3.3.7 containing:
  - a. Key-operated fire service switch, indicator light, and buzzer
  - b. Call cancel button
  - c. Stop switch
  - d. "DOOR OPEN" button
  - e. "DOOR CLOSE" button
- 13. A lockable service panel with certificate frame built into door, panel containing:
  - a. Key-operated light switch
  - b. Key-operated fan switch
  - c. Key-operated independent service switch
  - d. Key-operated hoistway access enable switch
  - e. 120v GFCI duplex outlet
  - f. A test button for car emergency lighting

#### C. Emergency Phone

1. A two-way communications system shall be provided meeting the requirements for passenger elevators. It shall be a "hands-free" system incorporated into the car station, with visible signals to indicate that the prerecorded message has been received.

#### D. Car Position Indicator

- 1. Indicator numerals for passenger elevators shall be minimum ½" high. As car travels through the hoistway the car position shall be indicated by illumination of a number corresponding to landing at which car is stopped or passing. A position indicator of the digital-readout or dot-matrix type shall be provided in car. Numbers corresponding to car position shall remain indicated when motor drive is shut down.
- 2. A voice enunciator shall be provided to announce the floor and direction of travel coincident with the directional lantern illumination indicator. The audible signal shall be no less than 20 decibels with a frequency no higher than 1500 Hz. Directional arrows shall be 1 ½" high.

#### E. Hall Position Indicator

A digital read-out position shall be provided at landings where currently present. As the elevator travels in hoistway, elevator position shall be indicated by illumination in alpha-numeric characters corresponding to the landing where elevator is stopped or passing. Numbers corresponding to position of car shall remain indicated when the drive is shut down.

- F. All fixtures within the elevator cabs and in hall lobbies to be quoted for #4 finish in 316 stainless steel.
- G. The elevator contractor shall provide the owner three sets of keys for each keyed switch utilized in the car operation stations.

#### 2.5 PASSENGER ELEVATOR ENCLOSURE

- A. Cab Retain Car Finishes.
- B. Car Doors Provide new car doors in #4 stainless finish with mounts to accommodate the new clutch size.
- Car door operator Provide and install new heavy duty door operator of closed loop operation, and all related equipment including car header, track, door hangers, clutch, linkage, etc. If a programming tool is required for setup and adjustment of the door operator, one such tool capable of functioning on all units shall be delivered to, and shall become property of, the building owner. A door restrictor device conforming to A17.1, Rule 2.12.5 shall be supplied, installed, and properly adjusted.
- D. Door reopening device provide new waterproof Tri-tronics brand electronic full height door protection that will reopen the door without contact.

#### 2.6 PASSENGER ELEVATOR HOISTWAY ENTRANCES

- A. Hoistway Doors Retain hoistway doors. Stencil doors with corresponding floor numbers on the hoistway side. Hoistway doors shall have any rust removed and be painted on the hoistway side. The bottom floor hoistway door at Merritt Brown shall be replaced with a new door with #4 stainless finish.
- B. Hoistway Frames Retain existing entrances. All entrance support struts, headers and sill supports shall have rust removed and all metal painted throughout with rust inhibiting enamel unless after the removal of panels, additional damage is discovered that questions the integrity of the component. Any rusted or damaged fascia shall be replaced with galvanized metal.
- C. Door hangers Each door panel shall have the door tracks and hanger rollers replaced and properly adjusted. Doors clearances shall be checked and adjusted for proper door-to-sill gap and gibb penetration into sill. New door closers, auxiliary retainers and gibbs shall be provided.
- D. Interlocks Provide new interlocks, pickups and all associated linkages. The door interlock components at each landing shall be properly adjusted according to manufacturer's instructions.

#### 2.7 ELEVATOR WIRING

- A. Hoistway Wiring New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control and signal circuits.
- B. Traveling Cable

New traveling cables designed for elevator service shall be installed. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The open loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended per NEC-70. The traveling cables will include shielded telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strain devices required to connect the supporting strand and relieve the traveling cable conductors strain. The swing of the traveling cables will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and the corresponding groups of conductors connecting these cables to the controller, signal, and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size and type. A minimum of four (4) spare shielded pairs per car will be provided for future security use. All terminal blocks will have indelible identification marking for each terminal connection.

#### C. Grounding

Equipment grounding shall be provided. Ground all conductors, supports, controller enclosure, and other non-current conducting metal enclosures for electrical equipment, in accordance with NEC. The ground wires shall be copper, and sized as required by NEC.

#### 2.8 PASSENGER ELEVATOR, SPEED CAPACITY AND LOAD

#### A. Regulatory Requirements

Design and fabrication shall be in accordance with ASME A17.1. Each car shall have the capacity to lift a live load at a speed as specified in the following schedule. The approximate travel, terminal floors, number of stops and openings, and the car sizes shall be as shown in the schedule. The elevators shall serve the floors with stops and openings in accordance with the requirements indicated.

B. Elevator Schedule: Listed for individual locations. (Field verify all information)

Quantity and Type 2 – Passenger Hydraulic Elevators

Location Arnold High School

Capacity 2100lb Speed 100 fpm

Travel 14 feet (approx.)

Landings 2 (1,2)
Openings 2 (front only)
Entrance Size 36" wide

Hall Entrances Type Single-speed Side Opening

Power Supply 480 VAC 3 Phase 60 Hertz, 100 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

NEII Handicap Requirements

Independent Service

Quantity and Type 2 – Passenger Hydraulic

Location Elevators Bay High School

Capacity 2100lb Speed 100 fpm

Travel 15 feet (approx.)
Landings 2 (1,2) Media Center

2 (1,2,2R) Cafeteria

Openings 2 (front only) Media Center

2 front and 1 rear - Cafeteria

Entrance Size 36" wide

Hall Entrances Type Single-speed Side Opening

Power Supply 208 VAC 3 Phase 60 Hertz, 90 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

**NEII Handicap Requirements** 

Independent Service

Quantity and Type 1 – Passenger Hydraulic Elevator

Location Haney Technical Center

Capacity 3000lb Speed 100 fpm

Travel 28 feet (approx.)

Landings 3 (1,2,3)
Openings 3 (front only)
Entrance Size 48" wide

Hall Entrances Type Two-speed Side Opening

Power Supply 480 VAC 3 Phase 60 Hertz, 60 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators
Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

**NEII Handicap Requirements** 

Independent Service

Quantity and Type 1 – Passenger Hydraulic Elevator

Location Merritt Brown Middle School

Capacity 2100lb Speed 100 fpm

Travel 15 feet (approx.)

Landings 2 (1,2)
Openings 2 (front only)
Entrance Size 36" wide

Hall Entrances Type Single-speed Side Opening

Power Supply 480 VAC 3 Phase 60 Hertz, 60 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

**NEII Handicap Requirements** 

Independent Service

Quantity and Type 2 – Passenger Hydraulic Elevators

Location Nelson Administration

Capacity 3500lb Speed 150 fpm

Travel 21' 2" feet (approx.)

Landings 4 (1,2,3,4)
Openings 4 (front only)
Entrance Size 42" wide
Hall Entrances Type Center Opening

Power Supply 480 VAC 3 Phase 60 Hertz, 90 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Duplex

Additional Features Fireman Service, Phase I & II

**NEII Handicap Requirements** 

Independent Service

Quantity and Type 2 – Passenger Hydraulic Elevators

Location Rutherford High School

Capacity 2500lb- Cafeteria

2100- Admin Office

Speed 100 fpm

Travel 14 feet (approx.)

Landings 2 (1,2)
Openings 2 (front only)
Entrance Size 42" wide- Cafeteria

36" wide- Admin Office

Hall Entrances Type Single-speed Side Opening

Power Supply 208 VAC 3 Phase 60 Hertz, 125 ampere (verify) - Cafeteria

208 VAC 3 Phase 60 Hertz, 90 ampere (verify) - Admin Office

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

NEII Handicap Requirements

Independent Service

Quantity and Type 1 – Passenger Hydraulic Elevator

Location Surfside Middle School

Capacity 2100lb Speed 100 fpm

Travel 15 feet (approx.)

Landings 2 (1,2)
Openings 2 (front only)
Entrance Size 36" wide

Hall Entrances Type Single-speed Side Opening

Power Supply 480 VAC 3 Phase 60 Hertz, 60 ampere (verify)

Signals Illuminated Car and Hall Call buttons

Car Position Indicators Car/Hall Travel Lanterns

Hall Position Indicators (field verify locations)

Hoistway access switches

Operation Simplex

Additional Features Fireman Service, Phase I & II

**NEII Handicap Requirements** 

Independent Service

- C. The contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines cannot be met, the Contractor is to provide written explanation to the Project Manager.
  - 1. Floor-to-Floor Times -- start to stop one floor run:
    - a. Speeds 100 f.p.m.; 10.0 10.5 seconds max.
    - b. Speeds 125 f.p.m.; 9.5 10.0 seconds max.
    - c. Speeds 150 f.p.m.; 8.5 9.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12' 0". Maximum time the elevator requires to start moving, once the elevator interlock circuit has been established shall not exceed 0.2 second.

2.	Door Operating Times a. Door Open:	(Maximum)	(Minimum)
	Single-speed Side Opening		
	42" wide	3.3 seconds	3.0 seconds
	<ol><li>Single-speed Side Opening</li></ol>		
	36" wide	2.5 seconds	2.2 seconds
	3. Single-speed Center Opening		
	42" wide	2.2 seconds	1.8 seconds
	<ol><li>Two-speed Side Opening</li></ol>		
	48" wide	2.5 seconds	22 seconds
	b. Door Closed:		
	1. Single-speed Side Oper	ning	
	42" wide	4.0 seconds	3.5 seconds

2. Single-speed Side Opening

36" wide 3.1 seconds 2.5 seconds

3. Single-speed Center Opening

42" wide 3.2 seconds 2.5 seconds

4. Two-speed Side Opening

48" wide 4.4 seconds 3.8 seconds

- c. Long door and short door "hold open" times, shall be set initially at 6.0 and 3.0 seconds respectively.
- d. Door opening times to be measured 2" from fully closed to 2" from fully open, and closing times to be measured 2" from fully open to 2" from fully closed for side opening doors. Door opening times to be measured 1" from fully closed to 1" from fully open, and closing times to be measured 1" from fully open to 1" from fully closed for center opening doors.
- 3. The door closing force shall be set for a maximum of 20 foot-pounds.

#### B. Designated Landing

For the purposes of firefighter's service and emergency operations, as required by Section 2.27, ASME A17.1, the Designated landing or level shall be the 1st floor, and alternate landing or level shall be the 2<sup>nd</sup> floor, (or as currently designated) unless dictated otherwise by local fire authorities. (field verification required).

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

Examine elevator areas, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 WORKMANSHIP

- A. General: The installation of materials and equipment shall be performed in a neat, workmanlike and timely manner by an adequate number of craftsmen knowledgeable of the requirements of the Contract Documents. They shall be skilled in the methods and craftsmanship needed to produce a quality level of workmanship. Personnel who install materials and equipment shall be qualified by training and experience to perform their assigned tasks.
- B. Acceptable Workmanship: Acceptable workmanship is characterized by first-quality appearance and function, conforming to applicable standards of building system construction, and exhibiting a high degree of quality and proficiency which is judged by the Project Manager as equivalent as or better than ordinarily produced by qualified industry tradesmen. Installations with excessive noise (as determined by the Project Manager) must be effectively mitigated before acceptance.
- C. Performance: Personnel shall not be used in the performance of the installation of material and equipment that, in the opinion of the Project Manager, are deemed to be careless or unqualified to perform the assigned tasks. Material and equipment installations not in compliance with the

Contract Documents, or installed with substandard workmanship and not acceptable to the Project Manager, shall be removed and reinstalled by qualified craftsmen, at no change in the contract price.

#### 3.3 PAINTING

- 1. All painted and unpainted metal components in the machine room and hoistway will, upon completion of installation and prior to final inspection, be thoroughly cleaned of rust, grease, oil and other debris and be given a coat of quality oil based paint. No components or equipment shall be painted in such a way to interfere with their operation.
- 2. All new equipment shall be factory painted with manufacturer's standard finish and color. Any damage to this finish shall be touched up with matching paint or finish.
- 3. Machine room floor to be cleaned and then painted with gray floor and deck enamel.
- 4. Pit equipment shall be cleaned and painted with oil based paint. Pit floor to be painted with gray floor and deck enamel.
- 5. All painting to be done prior to Final Completion inspection.

#### 3.4 TESTING

Testing shall be in accordance with requirements of ASME A17.1 and ASME A17.2 and as specified herein. Contractor shall conduct a complete test of the system. The Project Manager and/or Owner Rep. shall be present at all testing. Contractor is to give Project Manager and owner/owner's rep 7 day notice of any test.

#### A. Testing Period

Each elevator shall be tested with the specified rated-load in car continuously for a period of 35 percent of the duty time. During the test run the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor. A manual test of the directional limits and any final limits (UP and DOWN over-travel) shall also be performed. Equipment shall be checked for excess heat build-up in machines, motors, and drives.

#### B. Speed Load Testing

The actual speed of elevator car in both direction of travel shall be determined with the rated-load and with no-load in the elevator car. Actual measured speed of car with the rated-load in the UP direction shall be within 5 percent of rated speed. The maximum difference in actual measured speeds obtained under the various conditions outlined shall not exceed 5 percent of the total difference between the UP and DOWN speeds

#### C. Car Leveling Testing

Elevator cars leveling devices shall be tested for accuracy of landing at all floors with no-load in car, with symmetrical load in car and with the rated-load in car in both directions of travel.

#### 3.5 SUMMARY

The work consists of modernizing eleven hydraulic passenger elevators. This includes all work as may be required to comply fully with ASME A17.1 and all other applicable codes for fully functional elevator systems. The work includes the removal of existing, and the installation of new, electrical and mechanical systems specified herein including material and labor.