

Request for Proposals – February 3, 2025

Service: Districtwide Elevator Maintenance and Service
Various locations throughout the District

Owner: Big Walnut Local School District Board of Education
110 Tippet Court
Sunbury, Ohio 43074

Response Deadline: February 28, 2025 at 12:00 p.m. local time

The Owner seeks competitive Proposals for the above-identified services, subject to the terms and conditions of this Request for Proposals and the accompanying Contract Documents.

The services are being procured through a competitive proposal process outside the scope of the statutory bidding requirements for public school districts, as Ohio Revised Code Section 3313.46 does not require competitive bidding for the procurement of services. Any references in the Contract Documents to “bid” or “bidding” are to be read consistent with the proposal process being implemented.

Article 1 — General Information

1.1 Initial Information.

1.1.1 General Scope of Services. The Vendor will provide general elevator maintenance and servicing at the Owner’s facilities (“Services”), which services will include but are not limited to the below. Vendor is encouraged to provide pricing for any additional services, not identified, it believes would benefit Owner’s facilities and operations.

- a. Preventative maintenance program
 - Examine elevator equipment for optimum operation
 - Examine, lubricate, and adjust control and landing positioning systems, signal features, machines, drives, motors, governs, sheaves, and wire ropes, power units, pumps, valves, and jacks, car and hoistway door operating device and door protection equipment, safety mechanisms, etc.
 - Lubricate equipment for smooth and efficient performance
 - Adjust elevator parts and components to maximize performance and safe operation
- b. Full coverage parts repair and replacement
 - Provide full coverage parts repair and/ or replacement for all components.
- c. Maintenance control program
 - Provide a maintenance control program in accordance with ASME A17.1 – 2010 / CSA B44-10.
- d. Quality assurance
 - Provide an internal quality control program the ensures optimum and reliable operation of the equipment.
- e. Periodic safety testing
 - Conduct equipment testing in accordance with ASME A 17.1-2022 / CSA B44-2022

1.1.2 Agreement. The Proposers will provide their standard agreement with their proposal for the Owner to review. It is anticipated that the agreement proposed by the Selected Proposer(s) will be the basis for contract negotiations. However, Owner may propose an alternate agreement to be used in lieu of the agreement proposed by the Selected Proposer.

Article 2 — Proposal Submission and Selection Process

2.1 Preparation of Proposals

1. General Information

a. Proposer information

Proposer's name(s), contact to answer questions regarding proposal, contacts for each office location, addresses, telephone numbers and email addresses.

b. Description of organization

Include a description of your organization, which includes, but is not limited to, the following:

- Number of years in business under current ownership
- Company history including your experience with school districts.

c. Proposer's financial strength

Describe Proposer's financial condition during the past three (3) years. Identify if a merger occurred in this timeframe or if one is presently being entertained. Please provide the name of the organization and related contact information.

d. Monthly billing

Include a sample of the monthly invoice/reporting package the Owner would receive with explanations of any type of report and the methods used to gather the information.

e. References

Please provide three (3) relevant and separate contact references that the Owner may contact for contracts you were awarded during the last three (3) years.

f. Compliance with Federal, State, and Local Laws, Rules, and Regulations

Proposers should have a record of consistent compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.

2. Services Approach

- a. Proposers should provide a conceptual plan for the Services and tentative schedule.

3. Value Added Services

- a. Customer service representative & coverage

Describe how your customers are serviced by your current service structure. What are the days and times your customer service representatives are available?

2.1.1 Proposals must follow the following format guidelines:

- .1 Proposals shall be formatted for letter-size (8.5" x 11") paper.
- .2 Page numbers must be included at the bottom of each page.

.3 Minimum 12-point font.

2.1.2 Submit the original Proposal to the Owner in hard copy and an electronic copy of the Proposal prior to the Response Deadline.

2.1.2.1 The original Proposal shall be enclosed in a sealed opaque envelope with the Proposer's name and "**Big Walnut LSD – Districtwide Elevator Maintenance and Service Proposal**" printed in the upper left-hand corner and addressed to:

**Big Walnut Local School District Board of Education
Attn: James Hall, Director of Facilities
110 Tippet Court
Sunbury, Ohio 43074**

The electronic copy of the Proposal shall be submitted as one PDF file, named with the Proposer's name and "**Districtwide Elevator Maintenance and Service Proposal**," via email to **James Hall, Director of Facilities, at jameshall@bwls.net**. In addition to the above, individuals and firms are required to upload an electronic copy of their submission to the following ShareFile link:

<https://bricker.sharefile.com/r-r50b4b4f2f40a4d8489cf681fa6671ba1>

(To access, simply enter the ShareFile link into your web browser, enter your name and email address and then "drag and drop" your electronic file into the folder or use the browse function to locate the file.)

2.2 Opening of Proposals. Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Proposals by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline, in its sole discretion.

2.3 Evaluation of Proposals.

2.3.1 Standard of Award. The Owner intends to award the Contract for the Services to the Proposer submitting the Proposal determined to be in the Owner's best interest (the "Selected Proposer"), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the Services with the Selected Proposer.

2.3.2 Clarification of Proposals. The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

2.3.3 Evaluation Criteria. The Owner, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is in the Owner's best interest.

2.3.4 By submitting its Proposal, the Proposer agrees that Owner's determination of which Proposal is in the best interest of the Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

2.3.5 The Owner reserves the right to select one or more Proposers for different scopes of the Services. The Owner further reserves the right to award different Services separately and at different times.

2.4 Negotiation of Contract.

2.4.1 The Owner will negotiate a contract with the Selected Proposer.

2.4.2 The Proposers will submit their standard agreement for Services with its Proposal for the Owner to review. It is anticipated that the agreement proposed by the Selected Proposer will be the basis for

contract negotiations. However, Owner may propose an alternate agreement to be used in lieu of the agreement proposed by the Selected Proposer.

2.4.3 If for any reason the Owner and Selected Proposer are unable to negotiate and execute an agreement, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the Owner's best interest, and so on, until an agreement for the Services is fully executed, or the Owner rejects all Proposals.

Article 3 — Additional Instructions

3.1 Questions

3.1.1 All questions must be submitted in writing to **James Hall, Director of Facilities, at jameshall@bwls.net**, by 2:00 p.m. five (5) days prior to the submission deadline provided above. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Proposals.

3.1.2 The Owner may also email other Project-related information to the individuals and firms that were provided with a copy of the Request for Proposals.

3.1.3 Addenda.

3.1.3.1 Should any question prompt the Owner to amend the Request for Proposals, a notice will be sent to all individuals and firms that were provided with a copy of the Request for Proposals. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer's contact person of record.

3.1.3.2 When an Addendum to this Request for Proposals is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all necessary individuals.

3.2 Proposal Certifications

3.2.1 By submitting a Proposal, the Proposer certifies to the Owner that:

3.2.1.1 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

3.2.1.2 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.2.1.3 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.3 Cancellation and Rejection; Waiver of Minor Irregularities

3.3.1 The Owner may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

3.3.2 The Owner shall reject a Proposal if the Owner determines that:

3.3.2.1 the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

3.3.2.2 the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

3.3.2.3 the Owner has determined that the Proposer intended to engage or engaged in collusion with intent to defraud or other illegal practices.

3.3.3 The Owner may waive minor irregularities in its sole discretion.

3.4 Proposal Revision. The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within 3 business days.

3.5 Proposal Withdrawal. If the Selected Proposer withdraws its proposal after selection, the Owner may award the Contract to the firm next determined to be in the Owner's best interest.

3.6 Applicable Law and Forum. The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas where the Owner is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

3.7 Public Records. Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Proposals will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the Work or cancels this Request for Proposals.

3.8 Expenses of the Proposers. The Owner accepts no liability for the costs and expenses incurred by the Proposers in responding to this Request for Proposals, responding to clarification requests and discussion meetings, preparing resubmittals, potential interviews, subsequent negotiations, and any other activities included as part of this procurement process. Each Proposer shall prepare the required materials and submittals and attend meetings and interviews at its own expense.

Article 4 — Attachments

4.1 None.

[End of Request for Proposals]