



U N I V E R S I T Y O F
SOUTH CAROLINA

AMENDMENT NO. 4

TO: ALL VENDORS

FROM: Lana Widener

SUBJECT: USC-BVB-2360-LW
Elevator Preventative Maintenance and Repair Services of the Vertical
Transportation Equipment for the Columbia Campus

DATE: January 25, 2013

This Addendum No. 4 modifies the Invitation for Bid only in the manner and to the extent as stated herein.

VENDOR QUESTIONS / ANSWERS

BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 4 IN THE SPACE PROVIDED BELOW AND RETURN IT **WITH THEIR BID RESPONSE**. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Firm

Date

VENDOR QUESTIONS / ANSWERS:

VENDOR A

Question #1

Reference pg 17, Exclusions: References to Vandalism by persons other than contractor and Car Enclosure Finishes are not in the exclusion section of the bid document. Can you explain in detail the intent of the University with regards to the responsibility of the elevator contractor for Vandalism and Car Enclosure Finishes as these are both non-maintenance items outside of the control of the elevator contractor.

Answer #1

Major acts of vandalism to elevators at the University are a rare occurrence. The occasional cracked, gouged or burned hall or COP button occurs. Occasional cab and door finish scratches and graffiti occur. The University expects the contractor to handle calls and repairs related to these occasional activities. If a major case of vandalism occurs, necessitating replacement of door covers, cab wall panels, floors, ceilings, operating panels or major fixtures, payment may be negotiated.

Question #2

Reference pg 22, Performance Guarantee: Reference to paragraphs A and C, the exclusion language for Vandalism is not in the bid document. Is it the intent of the University to penalize the elevator contractor for failure to comply with A and C if the reason behind failing to comply with the requirements are due to vandalism outside of the control of the contractor, such as lead times for replacement material, multiple callbacks, etc.

Answer #2

In cases of major vandalism as listed, but not limited to, in the previous question, the three day shutdown rule may not apply. However, vandalism repairs requiring extended shutdowns rarely, if ever, occur.

Question #3

Reference pg 22, Performance Guarantee: Can you provide us the amount of penalties assessed under the last contract term.

Answer #3

For calendar years 2011 and 2012, penalties assessed were approximately \$6,000.00.

Question #4

Reference pg 22, Performance Guarantee: Is it the University's intention to penalize the contractor for a third party event such as a two week generator repair by an outside machine shop or repair on obsolete boards that are not readily available and must go to a repair shop.

Answer #4

Yes

Question #5

Is it the intent of the University to utilize the Maintenance Contractor for Repairs outside of the scope of the Maintenance contract or will these Repairs be bid?

Answer #5

All repairs are in the scope of the scope of the contract, therefore, it is the intent of the University to utilize the Maintenance Contractor for Repairs.

Question #6

How will the University determine the qualifications of the bidders to maintain various manufacturer controller types.

Answer #6

USC will evaluate based information provided by the bidder in its proposal per the specifications. Should the awarded contractor be unable to perform per the contract, the contractor will then be in breach of the contract.

Question #7

Amendment #2 references two Technicians to overlap hours, is it permissible to utilize the Helper as one of the Technicians.

Answer #7

The four technicians (3 mechanics, 1 helper) may be partnered for the different shifts at the contractor's discretion.

Question #8

Reference pg 53, Notes: this note states that all Oil will be cleaned or replaced within 60 days of the beginning of the contract and every two years subsequent, is it the intent to perform this work even if the OEM does not require as part of their recommended maintenance program.

Answer #8

Yes.

Question #9

Helper : What specifically can a helper do for service in this bid? Can they be left alone to conduct cleaning, painting etc? The elevator trade does not allow Helpers to carry tools and cannot be left alone without supervision.

Answer #9

Any activity for which they are qualified under supervision.
Yes.

Question #10

Consultant: Will the University continue to call in a consultant annually like you have done for the past two (2) years?

Answer #10

Yes.

Question #11

OT Callbacks: Is it the Universities intention for all calls to be responded during overtime or emergencies only. Who will determine University or contractor?

Answer #11

All calls will be responded to during overtime hours.

Question #12

Obsolescence: Is it the Universities intentions to penalize the contractor with penalties of \$500/day for 3rd party delays?

Answer #12

For unscheduled outages, yes.

Question #13

Jack Cylinder Replacements: Is it the Universities intentions to penalize the contractor with penalties of \$500/day if the elevator is not up and running after 3 days?

Answer #13

For unscheduled outages, yes.

VENDOR B

1. Page 4, (ii), prior to issuing an intent to award, will USC determine if the awarded bidder has had one or more contracts terminated for default by any public (Federal, State or local) entity?

Answer

The offeror certifies when submitting a bid that to the best of their knowledge that the they have not had one or more contracts terminated by default by any public entity.

2. Under Responsiveness it states that any offer which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. How will the selection committee determine responsiveness? Will a scoring and/or bid tabulation method be used? Can you provide a copy of the scoring/tabulation guidelines?

Answer

3. Page 12, B. Scope of Work, Item A states the contractor must furnish "...tools, test equipment special equipment", etc.
 - a. Can you please clarify this requirement further and provide examples of "tools, test equipment special equipment" ?
 - b. Will an intent to award be issued to a bidder that does not provide proof such tools can be provided?

Answer

- a. Examples of tools, test equipment special equipment, etc.

One rechargeable fluorescent portable light.

One 100 foot extension.

Portable entrance barriers with signs "Regular Maintenance Being Performed".

Three 3-foot long jumper leads.

One digital volt-ohm-milliammeter.

One stop watch.

One digital tachometer

One door pressure gauge.
One soldering iron, and #22 gauge resin core solder.
One solder sucker.
One dozen contact cleaners.
One set of contact adjusting tools.
One step ladder.
One grease gun.
One vacuum cleaner.
One blower.
Two heavy bristle duster brushes.

TOOLS READILY AVAILABLE

Ensure these tools are readily available on site or in mechanic's vehicle or at your local office:

One 2-channel analog strip-chart recorder.
One dual channel oscilloscope.
One dial gauge with magnetic base.
Two sets of feeler gauges.
Two chain blocks or lift pulls.
Twelve cable pullers.
Four wire rope slings.
Five thousand pounds of test weights and a dolly.

b. Yes.

4. Page 13, B. Scope of Work, Item B states "...maintain all the equipment listed in first class operating condition". Will you please clarify and describe in detail what USC considers "first class operating condition"?

Answer

Refer to Equipment Inspection, Paragraph B "meeting original manufacturer's standards and/or updated or renovated to meet current applicable codes"

5. Page 13, B. Scope of Work, Item C states "Additional work may be requested of the contractor and the University reserves the right to add, delete, revise and expand services in response to changing requirements. Such modifications will be executed using a written amendment with adjustments to contract amounts."
- a. Are elevator modernization projects and upgrades considered expanded services? Can modernizations and upgrades be added to the contract with a written amendment and adjustment?

Answer

- a. **Moderinizations are not considered expanded services. Upgrades can be considered expanded services and will be evaluated on a case by case basis.**
- b. **No, Modernizations will not be added. Upgrades can be added by way of a change order on a case by case basis.**

6. Is it a requirement for the awarded bidder to have a physical office located within the State of South Carolina at the time of bid? Should the SC office location be in existence at time of bid?
No.
No.
7. Is it a requirement for the awarded bidder to have a warehouse located within the State of South Carolina at the time of bid? Should the warehouse located in SC be in existence at time of bid?
No.

No.

8. Is there a requirement for the (3) mechanics and (1) helper to reside within a certain mile radius from the USC campus? Do these mechanics have to be employed by the contractor at time of bid?

No.

No.

9. Page 14, Contractors Qualifications, Item B. 8 states "technical resources, personnel, parts and tools necessary to maintain this equipment.... must be available at time of award". Please clarify this statement further. Are proprietary service tools considered "necessary to maintain this equipment"? What information should bidders provide in order to demonstrate its ability to fully meet this requirement?

a. Yes.

b. By signing the bid, bidders confirm that they are able to provide the resources to fully meet this requirement.

10. Will the Pulse monitoring devices provided by Otis Elevator Company remain on all Gen2 traction elevators included in this solicitation? If not, will the awarded contractor be responsible for providing an acceptable means of monitoring the belts?

a. They will remain installed at the pleasure of Otis Elevator Company.

b. Yes.

11. Is the term "suitable condition", as mentioned on page 14, Item B considered to be identical to the term "first class condition" as mentioned on page 13?

a. Yes.

12. Is it the sole determination of USC to deem what is "suitable" and "world class" condition as it pertains to elevator equipment?

a. Yes, as described on page 14 Item B.

13. In the event of a disagreement between USC and the elevator contractor over repairs and/or replacements needed, will USC representatives, a consultant or the local code authority have ultimate decision making authority?

a. USC representatives.

14. Is the elevator contractor responsible for the replacement of any obsolete parts at no cost to USC?

a. Yes, unless cited as described on page 14 Equipment Inspections.

15. Is the elevator contractor responsible for repairs due to negligence, misuse or vandalism at no cost to USC?

a. Yes, unless cited as described on page 14 Equipment Inspections.

16. Amendment #2 deleted the Exclusion "buried cylinders and buried piping". Is the elevator contractor responsible for replacement of failed cylinders at no cost to USC?

- a. Yes, unless cited as described on page 14 Equipment Inspections.
17. Is the elevator contractor responsible for necessary inside drilling associated with the replacement of failed cylinders at no cost to USC?
 - a. Yes, unless cited as described on page 14 Equipment Inspections.
 18. If a packing gland is wearing prematurely due to improper cylinder installation, is the elevator contractor responsible for replacement of the cylinder at no cost to USC?
 - a. Yes, unless cited as described on page 14 Equipment Inspections.
 19. Is the elevator contractor responsible for the cost of any permits necessary for repairs, upgrades and or replacements?
 - a. Yes.
 20. Is the elevator contractor responsible for replacing damaged cab interior finishes at no cost to USC?
 - a. The elevator contractor is responsible for repairing or replacing damaged cab interior finishes at no cost to USC, unless cited as described on page 14 Equipment Inspections.
 21. During the mandatory pre-bid, we were told by a member USC facilities that they have already compiled a list of repairs the awarded contractor will be responsible for completing. Is this accurate? Can we obtain a copy of this list? Will the awarded elevator contractor be responsible for completing these repairs at no cost to USC?
 - a. No.
 - b. No list is available.
 - c. No.
 22. Is the elevator contractor responsible for replacing scratched or dented metal/stainless steel hoistway and car doors at no cost to USC?
 - a. The contractor is responsible for repairing scratched or dented metal/stainless steel hoistway and car doors at no cost to USC unless cited as described on page 14 Equipment Inspections.
 23. On page 17, under EQUIPMENT it states that “the University does not have all tooling on site that may be required to service equipment”. Will the University provide any proprietary service tools necessary to maintain the equipment included in this solicitation? Will the University agree to purchase any proprietary service tools for the awarded contractor? Will a bidders’ offer be considered if they do not have possession of the necessary service tools at the time of bid?
 - a. No.
 - b. No.
 - c. Yes, but the contractor must have these in its possession prior to start date of contract.
 24. On page 19, STOCK OF MATERIALS, Item B it states “contractor shall keep on premises or in a warehouse within fifty (50) miles of the campus or reasonably obtainable within 24 hours, etc”. Is it a requirement for the awarded contractor to have a warehouse within (50) miles at time of bid?
 - a. No.

25. Is a requirement for the awarded contractor's supervisor to reside in the State of South Carolina?
- a. No.
26. Can the contractor cancel the contract at its convenience by giving 30 days notice?
- a. No.
27. On page 25, Item 2 under Bidder's Profile and Demonstrated Experience it states "bidder shall provide contractor qualifications, demonstrated experience and all other items requested in Section III". How will USC evaluate contractor qualifications and experience? What are the minimum criteria?
- a. See Vendor A, answer #6
The solicitation provides the criteria required.
28. Should the list of similar contracts held within the last (5) years be located in the State of South Carolina?
- a. No, but preferable.
29. Should the contractors' (3) references be located within the State of South Carolina?
- a. No, but preferable.
30. How many USC personnel will comprise the evaluation/selection committee? Will committee members be from various University departments? Will any member of USC procurement be on the evaluation/selection committee?
- a. Potentially 5
b. Yes.
c. No.
31. Will USC provide the names and locations of at least (3) companies and/or University's currently utilizing the bar code maintenance tracking system referenced in Amendment #1?
- a. No.
32. Item B, in Amendment #2 states "maintenance service shall include callback service between regular inspections and shall be available at all times at no additional cost to the Owner". Does this mean that 24hr. overtime callbacks are included in the contract at no cost to USC?
- a. Yes.
33. Are overtime repairs included in this contract at no cost to USC?
- a. Yes.

34. How much money did USC spend for repairs and/or upgrades outside of the contract in the years 2011 and 2012?
- a. \$0
35. How much money has USC spent on modernization projects over the past (5) years?
- a. Modernization projects are construction procurement related. This information is not available.
36. Will the approved pre-maintenance repairs be awarded to the successful bidder upon commencement of the contract? Or at any time during the term of the contract at no cost to USC?
- a. The repair list provided by the successful bidder may or may not be repaired during the term of the contract. If the repair work is to be performed then the awarded contractor will negotiate a price with USC.
37. Is the contractor responsible for replacing elevator cab phones at no cost to USC?
- b. Yes, the contractor is responsible for repairing or replacing faulty elevator cab phones at no cost to USC unless cited as described on page 14 Equipment Inspections.
38. Is the contractor responsible for replacing elevator flooring at no cost to USC?
- a. Yes, the contractor is responsible for repairing or replacing elevator flooring at no cost to USC unless cited as described on page 14 Equipment Inspections.
39. Is the contractor responsible for replacing elevator ceiling light fixtures and bulbs at no cost to USC?
- a. Yes, the contractor is responsible for repairing or replacing elevator ceiling light fixtures and bulbs at no cost to USC unless cited as described on page 14 Equipment Inspections.
40. Is the contractor responsible for the cost associated with elevator damage caused by USC employees?
- a. Yes, unless cited as described on page 14 Equipment Inspections.
41. Is the elevator contractor responsible for the cost of upgrades or modifications mandated by a consultant, elevator code or the local code authority?
- a. Yes, unless cited as described on page 14 Equipment Inspections.
42. Will USC make the sole determination when to replace hydraulic oil? Is it acceptable to substitute a "green" vegetable based oil alternative in the place of standard hydraulic oil?
- a. Whether to replace hydraulic oil can be negotiated.
- b. Yes.

43. Can we receive copies of the most recent LLR inspection reports for all elevators included in this solicitation?

No.

44. Can we receive a detailed listing of all regular time and overtime callbacks from the past 12-months for all elevators included in this solicitation?

No.

Question:

If a bidder turns in a list of deficiencies as a result of the site visit will that effect the bidders chances of award in a negative way?

Answer:

No.

VENDOR C

Question:

In Reference to Page 13, Contractor's Qualifications, Experience.....we would like to suggest this definition for the work by a Helper;

- A Helper may work alone under the general supervision of the Mechanic provided such Helper is met on the first job daily. The Helper shall notify the office or Mechanic when changing jobs and at the completion of the work day.
- When working alone the Helper shall perform only oiling, cleaning, greasing, painting, replacing of comb-plate teeth, re-lamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a Helper perform any other work or function normally performed by Mechanics.

Answer:

Yes, this is acceptable if the helper in question is qualified to the perform the task assigned.

Question:

In reference to Page 53, the last item.....we believe this requirement should be spread out in a planned preventive maintenance program over 12 months and continuing every 12 months based on the quantity of units involved.

Answer:

No.

VENDOR D

Question

Have not seen amendment with the missing amendment. Is that coming.

Answer

Bid Schedule listing all elevators is complete. There are no missing elevators.

VENDOR E

Questions

Is the university looking for the contractor to submit pre-maintenance repairs and any existing vandalism in the cab enclosures (i.e. scratches, dents, marking) with our submittal package or to the university to share with the group of bidders during the questioning period, so these items can be omitted from the contractor responsibility?

Answer

The bidder should include a list identifying items as noted in the question with its bid.

Question

Will the contractor not be responsible for noted vandalism that currently exists to both cab enclosure, frames, doors, etc?

Answer

The contractor will not be responsible.

VENDOR F

- a. During the first 60 days of the contract while cleaning and replacing the oil the contractor must remove all oil from the jack assembly or just the pumping unit?
- b. What is the intent of USC to address any building modifications that may be required and associated with scheduled and non scheduled repairs that are included under this contract (i.e. cutting and patching of entrance frame walls/hoistways, electrical disconnects, electrical upgrades, jack hole obstructions, lighting, etc.):

Standard work done by others-

“This proposal does not include the following work, and is conditional on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, hoistbeam, access doors, and water proofing, as required. Dewatering of pits(s), Legal machine room, adequate for the elevator equipment, including floors, trap doors, grating, foundations. Lighting, ventilation, and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum, 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rail brackets. Adequate bracing of entrance frames to prevent distortion during wall construction. When required, divider beams at suitable points shall be provided for guide rail bracket support.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos s in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of your subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the contractor.

All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of door sills. Provide O.S.H A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper

trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pickets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C.. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 650-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway. The contractor will provide a temporary 220 VAC-30 amps single phase terminal with disconnect for each traction elevator in machine room(s) and within 50 feet of the machine room(s) for hydraulic elevators at the start of the job for temporary operation of work platform. Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be dedicated line and monitored 24 hours. Instrument in cab by others). One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes is to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All pointing, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing, and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others. Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1). (Where applicable).

Costs for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after this initial delivery will be at contractor's expense." ?

Answer

- a. Yes, the oil in both the jack assembly and pump unit must be cleaned or replaced.
- b. Any building modifications that may be required with associated with scheduled and non scheduled repairs that are included under this contract which are not traditionally included in this contract will be completed by USC.