



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

AMENDMENT NO. 7

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: February 6, 2013

This Amendment No. 7 modifies the Best Value Bid only in the manner and to the extent as stated herein.

ITEM NO. ONE: ADD THE FOLLOWING TO SECTION III. SCOPE OF WORK / SPECIFICATIONS UNDER EXCLUSIONS:

- Buried cylinders and buried piping
- Car enclosure finishes
- Vandalism – defined as the deliberate destruction or damage to public property

ITEM NO. TWO: NOTIFY USC FACILITIES – INCIDENTS OF VANDALISM
The contractor is to notify USC Facilities representative of any findings of vandalism for the vertical transportation equipment as outlined in this solicitation. USC Facilities representative will then notify the USC Police.

ITEM NO. THREE: DEADLINE TO SUBMIT OFFER HAS BEEN EXTENDED TO FEBRUARY 22, 2013 AT 11:00 A.M.

ITEM NO. FOUR: PORTIONS OF LETTER RECEIVED FROM VENDOR AND USC RESPONSES – SEE BELOW

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 7 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 TO WHOM IT MAY CONCERN:

The Purpose of this document is to communicate our serious concerns regarding requirements contained in Solicitation #USC-BVB-2360-LW.

VENDOR COMMENT

We would like to highlight one very important paragraph contained in the solicitation, which is the basis of our concern regarding what is covered by the contract. Page 15, Item J. ... *"The contractor shall not be liable for any loss, damage or delay due to cause beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief, or acts of god. In no event shall any party be held responsible for special, indirect or consequential damages.*

The statement "*beyond his reasonable control*" is a standard limitation of a contractors' responsibility as it pertains to maintenance services. The USC solicitation contradicts this provision on multiple occasions by requiring full replacement of damaged components resulting from abuse, misuse, vandalism and obsolescence. These items are clearly beyond a contractors' reasonable control. To expect more than what a contractor is directly responsible for is unreasonable, and clearly not the intent of a preventative maintenance program.

The following is one example contained in the USC solicitation which illustrates our position:

Page 22, Item A. *If any unit is out of service due to equipment failure for longer than two (2) consecutive work days for a non-scheduled repair, the monthly maintenance cost of that unit will be credited to the next quarterly billing. After three (3) consecutive days out of service without prior approval a penalty of \$500.00 per day shall additionally be assessed. All repairs shall be pre-scheduled in writing.*

There are instances where prolonged outages are beyond the control of the contractor. USC elevators are manufactured by various elevator companies, some of which are no longer in existence. OEM parts availability and lead-times are not under the control of the maintenance contractor. Many parts are obsolete or may become obsolete during the term of this contract. There are times when a major component may fail and the only option is to have it repaired by a machine shop. Machining new parts can often take days or weeks to complete. To be assessed a \$500 per day penalty for this event is unreasonable if there is no consideration given to the unique challenges obsolescence may present.

We believe the contractor should be expected to make every reasonable effort to complete repairs as soon as possible. However, in those instances where a repair may take longer than (2) days to complete, we believe the above penalties are too severe. If the contractor can provide sufficient evidence that a prolonged repair is beyond its reasonable control, the penalties should be waived.

Several bidders asked questions during the RFI period in an attempt to clarify some of the requirements in the solicitation. Accurate and complete answers to RFI questions are critical to a bidders' ability to determine cost exposure and a competitive bid price for maintaining the equipment. The following is a list of bidders' questions with responses from USC, along with responses from USC, along with our concerns and suggested revisions:

USC'S RESPONSE

The University of South Carolina has reviewed the comments, concerns and revisions contained in the vendor's letter. The solicitation is for preventative maintenance and repair services for all vertical transportation equipment on the USC Columbia Campus. USC will provide a written response to each Vendor Comment in the letter as follows:

VENDOR A QUESTION SUBMITTED

Amendment #4, Vendor A, 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

Concern: This vendor is clearly asking what is considered “beyond reasonable control” of the contractor. Generators are obsolete and replacements are not available. The only maintenance option is to have the generator repaired by a local machine shop, which can take several days to complete.

Revision: There should be no penalty assessed for prolonged repairs which are caused by obsolete parts.

USC's Response to Vendor's Concern and Revision:

No penalty will be assessed for any prolonged repairs which are prescheduled or beyond reasonable control of the contractor. It is the contractor's responsibility to communicate circumstances that will prolong repairs which are prescheduled or beyond reasonable control of the contractor to the USC Facilities representative and to keep the Facilities representative informed of the status of repair until repair is completed by contractor.

VENDOR A QUESTION SUBMITTED

Amendment #4, 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.

Concern: Vandalism is clearly beyond the reasonable control of the contractor. Even if they are “rare occurrences” as stated in the response, they can be extremely expensive to repair and can also cause unsafe conditions for passengers. To require the contractor to negotiate vandalism repairs is unreasonable and transfers liability for an undetermined cost burden to the contractor.

Revision: Vandalism is beyond the reasonable control of the contractor and shutdown penalties for vandalism related repairs should never apply.

USC's Response to Vendor's Concern and Revision:

See Item No. One on Cover Page of this amendment – vandalism and car enclosure finishes have been added to the Exclusions list.

VENDOR A QUESTION SUBMITTED

Amendment #4, Vendor A, 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.

Concern: Vandalism is clearly beyond the reasonable control of the contractor. The response states that the penalty rule “may not apply”. This is an unacceptable response, because the penalty is open for interpretation and puts an unknown cost burden on the contractor.

Revision: Vandalism is beyond the reasonable control of the contractor and shutdown penalties for vandalism related repairs should never apply.

USC’s Response to Vendor’s Concern and Revision:

See Item No. One on Cover Page of this amendment – vandalism has been added to the Exclusions list.

VENDOR A QUESTION SUBMITTED

Amendment #4, Vendor A, 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.

Concern: A cylinder replacement is necessitated by an unexpected failure (corrosion) of the cylinder, which can be buried in the ground upwards of 60-feet. Cylinder replacements are major repairs and the cylinders are custom made. It can take up to 6-weeks for a cylinder to be manufactured and 3-4 weeks or longer to install the new cylinder. Under this specification, a cylinder failure and the resulting replacement would be considered an “unscheduled outage”, which would expose the vendor to an enormous penalty. For example: \$500/day X 10-weeks = \$35,000. This penalty expense is in addition to the cost of the cylinder material and installation.

Revision: There should be no penalty assessed for prolonged repairs which are beyond the reasonable control of the contractor. This includes cylinder failures and damage from abuse, misuse, vandalism and acts of God.

USC’s Response to Vendor’s Concern and Revision:

The University of South Carolina has revised the Exclusions in Section III. Scope of Work/Specifications, see Item No. One on Cover Page of this amendment – Buried cylinders and buried piping has been added to the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #6

No.

No.

Concern: The requirement for a local service office has been in previous State of SC elevator solicitations, and we are very concerned why this requirement is not included in this solicitation. We contend it is vital to have a local facility to support the requirements of this solicitation.

Revision: Require a local office within 50 miles of USC.

USC's Response to Vendor's Concern and Revision:

The University of South Carolina has determined that it is not necessary for the contractor to have a local office; however, as stated in Section III. Scope of Work/Specifications under "Stock of Materials" the contractor must be able to maintain certain materials, as listed in the specification, on the premises, or within fifty miles of the campus, or within 24 hours after the part has been ordered. This provides the contractor three options to fulfill the requirement of maintaining stock materials.

No change will be made to the specification.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #10

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

Concern: Otis Elevator Company is unaware of any agreement to leave the Pulse Monitoring devices installed on the Gen2 equipment for the use of another service provider. The former contractor (Thyssen Krupp) was required to provide monitoring devices per the previous bid solicitation.

Revision: Otis Elevator Company will request to remove all Pulse monitoring devices from equipment we do not maintain. This is considered a service tool and it should be provided by the awarded contractor.

USC's Response to Vendor's Concern and Revision:

The University of South Carolina agrees that the awarded contractor will be responsible for providing the belt monitoring device on the Gen2 equipment.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #13

a. USC representatives.

Concern: USC has total autonomy to force the contractor to repair or replace any component it deems unsatisfactory. There are no limits to this authority. This transfers an unknown cost burden to the contractor.

Revision: The local code authority or independent consultant should assist with any disputes over repairs or upgrades that may or may not be warranted. Any repairs or replacements beyond the contractors' reasonable control should be excluded.

USC's Response to Vendor's Concern and Revision:

Should the contractor and the University's representative, which is Facilities personnel, be unable to resolve a dispute over repairs and upgrades, then the matter would be addressed by the procurement officer for the contract. Should the contractor wish further resolution of the dispute, then the ultimate responsibility for addressing a dispute, claim, or controversy relating to the contract is addressed in Section VII. **Terms and Conditions - A. General, Disputes** of the solicitation.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #14

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

Answer #14

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

Concern: Any contractor cannot possibly know if or when an item may become obsolete during the term of this contract, simply by performing a pre-inspection survey. Page 14 Equipment Inspections is referenced numerous times in the RFI responses and we believe this provision is being misinterpreted and/or overly relied on by USC. The purpose of equipment inspections is to determine the overall condition of the elevator and identify obvious repairs that may need to be accounted for in the bid response. To identify obsolescence on millions of elevator parts during a 3-day survey period is totally unreasonable.

Revision: Obsolescence is beyond the reasonable control of the contractor. Any repairs and replacements necessitated by obsolescence should be excluded.

USC's Response to Vendor's Concern and Revision:

The contractor has the responsibility to order the replacement parts for obsolete items at no cost to the University. The University feels that the 3-day survey period was ample time for evaluation of all items listed in the bid schedule. There were no written requests received from interested vendors for an extension of the 3 day survey period.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #15

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

Answer #15

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

Concern: Again, Page 14 Equipment Inspections referenced, because USC believes negligence, misuse and vandalism damage should be identified during the pre-bid inspection. There is no guarantee USC will address this damage after the award has been made and the damage could cause further damage or safety issues the contractor would be responsible for. There is also no provision for damage that may occur in the future and it is impossible to identify “future” damage during a pre-bid equipment inspection.

Revision: Negligence, misuse and vandalism is beyond the reasonable control of the contractor. Any repairs and replacements necessitated by these occurrences should be excluded.

USC’s Response to Vendor’s Concern and Revision:

Vandalism is included in the Exclusions list; see Item No. One on Cover Page of this amendment. Negligence and abuse due to lack of preventative maintenance is the contractor’s responsibility and is to be repaired at no cost to the University unless cited as described on page 14 Equipment Inspections. If there is negligence and abuse not due to lack of preventative maintenance the University will incur the costs.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #16

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

Concern: To reference page 14 Equipment Inspections as a response to this questions leads us to believe USC does not understand what “buried cylinders and piping” are. These components are under ground or concrete. Buried cylinders and piping are NOT maintainable items and any failures are beyond any contractors’ reasonable control. To make the contractor responsible for replacement of such items resembles an insurance policy more than a maintenance agreement. There is no way to predict, or identify during an inspection, which USC cylinders or buried piping may eventually leak or fail in the future.

Revision: Exclude buried cylinders and piping as was defined on page 17 of the solicitation prior to Amendment #2. Any failure of these components is beyond the reasonable control of the contractor.

USC’s Response to this Vendor’s Concern and Revision:

The University of South Carolina has revised the Exclusions in Section III. Scope of Work/Specifications, see Item No. One on Cover Page of this amendment – Buried cylinders and Buried Piping has been added to the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #17

Is the elevator contractor responsible for necessary inside drilling associated with the replacement of failed cylinders at no cost to USC?

Answer #16

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

Concern: To reference page 14 Equipment Inspections is a completely inappropriate response. Inside drilling may become necessary after a cylinder is removed from the ground. There is no way to cite possible inside drilling that may or may not occur in the future during a pre-bid equipment inspection.

Revision: Exclude buried cylinders and piping as was defined on page 17 of the solicitation prior to Amendment #2. Any failure of these components is beyond the reasonable control of the contractor.

USC's Response to Vendor's Concern and Revision:

Buried cylinders are now listed as an Exclusion; see Item No. One on Cover Page of this amendment. Therefore, the inside drilling is a part of the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #20

Is the elevator contractor responsible for replacing damaged cab interior finishes at no cost to USC?

Answer #20

- 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.*

Concern: Damage to cab interior finishes is beyond the reasonable control of the maintenance provider. There are no limits defined as to what type of damage would require repair or replacement. This is subjective and can be open for interpretation. There is no preventative maintenance procedure to prevent damage to a cab interior.

Revision: Exclude cab interiors and all finishes from the contract as is standard in the industry and per the previous USC contract.

USC's Response to Vendor's Concern and Revision:

The University of South Carolina has revised the Exclusions in Section III. Scope of Work/Specifications, see Item No. One on Cover Page to this amendment – Car enclosure finishes has been added to the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #21

- a. *No.*
b. *No list is available.*
c. *No.*

Concern: Ron Maxfield with USC facilities told our personnel that a list of repairs was already compiled and it was provided to other vendors. We were told we could pick up a copy of this list at 10am on January 23, 2012, but upon our arrival, Ron told our mechanic he could not find the list since he was relocating his office.

Otis realizes this may be considered hearsay, but we have several witnesses to confirm these events and we believe it supports our contention that this bid process is not fair for all bidders.

Revision: Ask Mr. Maxfield and USC facilities to provide the list of repairs they provided to all bidders as was promised to our personnel.

USC's Response to Vendor's Concern and Revision:

The list referred to was provided to Oracle for a reference point for the interim (i.e. Emergency Contract for Elevator Maintenance and Repair) until a contract has been awarded from this solicitation. Below is the list provided to Oracle:

1. BYRNES, #1 MACHINE MAKING NOISE. #1 ELEVATOR YOYOS IN DOWN
2. SLOAN, #1 Elevator Jack making BUMPING noise in up
3. BA, All Commutators need TURNING 1-6
4. CAPSTONE, #1 yoyos, Rust & RUDGE on CABLE
5. PSC, #1 YOYOS, Machine leaking OIL
6. COLUMBIA HALL, #1&2 COMMUTATORS need to be TURNING
7. GRADUATE SCIENCE Elevator #1&2 vibration in down
8. HORIZON PG Packing LEAKING (needs to be replacing)
9. SO. TOWER #2 cable vibrate (check Def. SHEAVE)
10. BATESWEST, ALL DOORS TIME ARE TO SLOW. Set to contract speed
11. STADIUM, #3 CAR YOYOS, HOISTWAY VERY RUSTY !!!
12. STADIUM ESCALATOR. #1 HANDRAILS CRACKING (NEEDS TO REPLACE) per TKE (RICK N.C.)
13. FACULTY HOUSE, RING GEAR NEED TO BE REPLACE
14. SCHOOL OF MUSIC, NEED HOISTWAY SILLS SOME ARE MISSING FREIGH ELEVATOR
15. BA, CARS NEED DISPATCHING & ZONING WORKING TO MANUFACTURE SPECIFICATIONS
16. CAPSTONE, #1 MACHINE SOUNDS UNUSUAL NOISES (check BEARINGS)
17. SO. TOWER, #1,2,3, OIL BUFFERS OIL NEEDS TO BE CHANGE. WATER IN OIL.
18. MOST HYDRAULIC PITS ARE MISSING PIPE STANDS NEEDS 2 PER PIT
19. BATES WEST, ALL CARS NEED DISPATCHING & ZONING, SET TO MANUFACTURE SPECIFICATION
20. CAPSTONE. #3 CAB YOYOS IN DOWN

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #22

Is the elevator contractor responsible for replacing scratched or dented metal/stainless steel hoistway and car doors at no cost to USC?

Answer #22

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.

Concern: Another inappropriate reference to page 14 Equipment Inspections. During a pre-bid inspection, there is no way to account for damage to stainless steel doors that may occur in the future. Damage to doors is typically caused by abuse, misuse or vandalism and door panels are not a maintainable item.

Revision: Damage to stainless steel elevator doors is beyond the reasonable control of the contractor and it should be excluded.

USC's Response to this Question, Concern and Revision:

The contractor is not responsible for vandalism. See Item No. One on Cover Page of this amendment – Vandalism has been added to the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #34

How much money did USC spend for repairs and/or upgrades outside of the contract in the years 2011 and 2012?

Answer #34

a. \$0

Concern: Based on previous USC solicitation history and local industry knowledge, Otis believes this answer to be incorrect and potentially misleading. We believe USC understood the intent of the question, but relied on its phrasing to avoid answering accurately. By including “outside the contract” in the question, we believe USC was able to provide the \$0 answer. It is possible USC was able to include the cost of additional repairs and upgrades in the scope of the maintenance contract through a revision or adjustment. We simply want to understand the magnitude of additional repair and upgrade work we may be responsible for by reviewing past history.

Revision: Provide a list of all repairs and upgrades performed by Thyssen Krupp Elevator that USC paid for during the years 2011 and 2012. Copies of original proposals for these repairs should be provided if possible.

USC’s Response to this Question, Concern and Revision:

- \$27,837 new elevator power unit and electronic microlight door edge in Blatt PE Center Elevator
- \$43,205 new elevator door equipment in Byrnes Elevators
- \$43,358 new elevator door equipment in PSC Elevators
- \$20,632 install new elevator door equipment in Callcott
- \$79,929 solid state starter (Leiber, Sumwalt, Thornwell, Wardlaw, Health Science, and Davis College); electronic door edges (McMaster and Petigru); repair water damage and ceiling and lighting at Bull St. garage
- \$24,650 repair water damage to SOM
- \$11,991 Williams Brice Stadium escalator repair
- \$8,709 water intrusion and damage to elevator 1 & 2 at Bull Street

Facilities

- \$1,150 install new elevator door edge equipment in Harper Elliott
- \$1,150 install new elevator door edge equipment in Caroliniana
- \$4,421 install automatic batter lowering device at Gibbes Green (Petigru)

Athletics

- \$19,530 repairs to Kone traction elevator at Williams Brice Stadium
- \$1,252 install a keyswitch to lockout access to 2nd floor at Williams Brice Stadium South End

SOM

- \$3,095 repairs to VA Bldg #2 elevator – clean out valve lift car to 2nd floor

Housing

- \$1,134 replace the buttons in the car operating panel due to vandalism at the Roost

NOTE: For copies of the proposal for repairs, please send a separate e-mail to Lana Widener at llw@sc.edu and these documents can be e-mailed to you.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #35

How much money has USC spent on modernization projects over the past (5) years?

Answer #35

Modernization projects are construction procurement related. This information is not available.

Concern: This is a typical question asked by elevator contractors when bidding on State of SC solicitations. The answer provided was nonresponsive and unacceptable. This information should be readily available

regardless of which department was responsible for its procurement. Otis provided bids for several modernizations the past 5-years and this information should be available to the public.

Revision: Provide the dollar amount USC spent on modernizations the past (5) years.

USC's Response to Vendor's Concern and Revision:

Emergency Procurement: \$64,025 Equipment and Labor to Modernize Elevator #1 at Swearingen Engineering

USC Facilities department reported 5.25 million was spent on modernizations over the past five years.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #38

Is the contractor responsible for replacing elevator flooring at no cost to USC?

Answer #38

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.

Concern: Unacceptable response and inappropriate to reference page 14 Equipment Inspections for flooring replacements that may be need in the future during the term of this contract. Flooring is a non-maintainable item and damage is beyond the reasonable control of the contractor.

Revision: Exclude all cab flooring from the contractors' responsibility.

USC's Response to Vendor's Concern and Revision:

Refer to Item No. One on Cover Page of this amendment – Car Enclosure Finishes has been added to the Exclusions list.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #40

Is the contractor responsible for the cost associated with elevator damage caused by USC employees?

Answer #40

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

Concern: Unacceptable response and inappropriate to reference page 14 Equipment Inspections for damage that may be caused by USC employees in the future during the term of this contract. Damage caused by USC employees is beyond the reasonable control of the contractor.

Revision: Exclude damage caused by USC employees from the contractors' responsibility.

USC's Response to Vendor's Concern and Revision:

The contractor is not responsible for damage caused by USC employees.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #41

Is the elevator contractor responsible for the cost of upgrades or modifications mandated by a consultant, elevator code or the local code authority?

Answer #41

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

Concern: Unacceptable response and inappropriate to reference page 14 Equipment Inspections for upgrades and modifications a consultant or code authority may require in the future. Items of this type are beyond the reasonable control of the contractor. There is no possible way for a contractor to determine what its cost exposure may be for upgrades or modification that may be required in the future.

Revision: Exclude the cost of upgrades or modifications mandated by a consultant, elevator code or the local code authority from the contractors' responsibility.

USC's Response to Vendor's Concern and Revision:

The contractor is responsible for the cost of upgrades or modifications mandated by current codes unless the current codes are listed under exclusions.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #43

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

Answer #43

No.

Concern: This is an unacceptable response. It is a standard practice for bidders to request copies of LLR inspection reports to help in the evaluation of the overall condition of the equipment. To decline this request is unprecedented and limits our ability to provide a bid for the solicitation. This information should be readily available, and to force bidders to contact LLR for this information is not reasonable. LLR would likely not provide the information prior to the bid due date.

Revision: Provide copies of SCLLR inspection reports as all State Agencies have done in the past.

USC's Response to Vendor's Concern and Revision:

Refer to Amendment #5, Vendor G, Question 14 or USC now has a copy of the most recent LLR inspection reports and the reports can be viewed at:

USC Purchasing
1600 Hampton Street, Suite 600
Columbia, SC 29208
Contact: Lana Widener
Phone #: 803-777-4115

As a courtesy, please contact Lana first.

Copies of the reports can be provided upon written request by way of a Freedom of Information Act (FOIA) request. The fee shall include the per hour cost of the individual(s) searching for and making copies of records, not to exceed fifteen (\$15.00) dollars per hour, plus the cost of copies of records provided to the requestor billed at a rate of five (\$.05) cents per page.

VENDOR B QUESTION SUBMITTED

Amendment #4, Vendor B, Question #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?

Answer #44

No.

Concern: This is an unacceptable response. This information is public record and should be made available to all bidders. This information is critical to determining a contractors' cost exposure for maintaining the equipment and providing a responsive bid.

Revision: Provide listing of all regular time and overtime callbacks for the past 12-months.

USC's Response to Vendor's Concern and Revision:

Overtime callbacks for the past 12 months: 60

Regular Time callbacks for the past 12 months: 643