



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

AMENDMENT NO. 8

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 11, 2013

This Amendment No. 8 modifies the Best Value Bid only in the manner and to the extent as stated herein.

ITEM NO. ONE: DEADLINE TO SUBMIT OFFER HAS BEEN EXTENDED TO FEBRUARY 27, 2013 AT 11:00 A.M.
ITEM NO. TWO: AWARD POSTING DATE HAS BEEN CHANGED TO MARCH 21, 2013.
ITEM NO. THREE: PORTIONS OF LETTER RECEIVED FROM VENDOR AND USC RESPONSES – SEE BELOW

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 8 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 clarify to USC responses contained in Amendment #7 for Solicitation #USC-BVB-2360-LW. We would also request a response to our ongoing concern regarding a contractors' access to proprietary service tools.

VENDOR COMMENT

The following two questions and responses contained in Amendment #7 do not appear to be adequately clarified:

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.

Clarification of Concern: The definition of obsolescence is the state, process, or condition of being or becoming obsolete. If a part is obsolete, replacement parts of the same type are not available. In most cases of obsolescence, upgrading the component to newer technology is the only alternative. A contractor should only be responsible for maintaining the components that are currently installed on the elevator and not be required to replace an obsolete part with new upgrades. Furthermore, to replace an obsolete part with an upgraded component may require other components to be upgraded to ensure overall compatibility. Is the contractor responsible for upgrading collateral parts and components to ensure compatibility? Will the bidders be given a list of all parts and their ages/dates in service? Without such list, there is inadequate information upon which to make a proposal or bid. Will the University allow the time and opportunity to all vendors to allow them to dismantle each elevator to discern the age and condition of every part?

A contractor cannot control when or if a part may become obsolete. This is based on the individual manufacturer or supplier of the part. To rely on the fact that no contractor requested an extension of the 3-day evaluation period is not relevant to this issue. Regardless of additional days to evaluate equipment, there is no possible way to determine which parts may be in "the state, or condition of becoming obsolete" during the term of this solicitation.

Recommended Revision: Add obsolescence to the Exclusions in Section III. Scope of Work/Specifications.

Alternatively, allow the vendor to submit each obsolete part for review and approval of price by the University, with the University to pay the out of pocket cost of each such part, and vendors installing such parts at no extra charge for labor.

USC's Response to Vendor's Clarification of Concern and Recommended Revision:

While the University understands that an obsolete part is typically not available from the original manufacturer, there are companies who do sell obsolete parts. USC researched that there are companies that can provide obsolete parts. Some of those companies which can provide obsolete parts are A-1 Elevator Sales & Service Co., Eci America, S.E.E.S (Southern Elevator and Electric Supply), Adams Elevator Parts Co., and Unitec.

If not OEM, the University will accept OEM compatible parts, so long as they are warranted to be equal in performance and/or function.

The contractor is responsible to obtain the obsolete parts for this contract. This will not be added to the Exclusions.

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.

Clarification of Concern: The local code authority is the SC Department of LLR and they determine which code version will be enforced. The applicable code for each elevator varies depending on the year in which the elevator was installed or modernized. LLR can decide to enforce specific new code requirements on elevators that fall under an older code version. The cost to meet these requirements can be significant and may include upgrades and/or modernization in some cases. Under this solicitation the contractor would be responsible for completely unknowable upgrades required to meet unanticipated and unknowable changes in code, which is clearly not related to preventative maintenance or within its reasonable control. Will the University inform vendors about what code changes will take place, and when they will be implemented? This is the only way a vendor can have adequate information to allow pricing of the requested performance.

Finally, the response in Amendment #7 to list current codes under exclusions is confusing. How does a contractor exclude current codes or its requirements? It appears USC does not understand the enforcement or implications of elevator code or the authority of a third party elevator consultant. USC owns the elevators in this solicitation and should be responsible for upgrades or modifications required by the State of SC or suggested by a consultant. Upgrades and modifications are not preventative maintenance related repairs. The contractor should be responsible for repairs necessary to meet the applicable code requirements; however, the USC solicitation goes above and beyond code related repairs by including upgrades and modifications.

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

USC's Response to Vendor's Clarification of Concern and Recommended Revision:

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

Should there be updates to the current codes during the term of the contract, these will be considered new and the University will be responsible for the cost of upgrades or modifications mandated by the new updated codes.

VENDOR CONCERN

Finally, we have communicated our concern regarding proprietary service tools in our original RFI questions 3 and 9, and once again in an email sent to you on 2/5/13. We have not received an adequate response in regards to a contractor demonstrating its ability to access proprietary service tools as a requirement of the solicitation. Many manufacturers do not sell these service tools to other elevator companies, which will force USC to acquire the tools for the contractor if they do not have them. We recommend for USC to require that all bidders provide proof of access to proprietary service tools with their offer. The service tool issue is not given adequate consideration in this solicitation and it will cause unnecessary and prolonged service outages in the future. We believe access to proprietary service tools should be a requirement to demonstrate responsiveness and the ability to perform the work.

Referenced e-mail of 2/5/13:

One important item we failed to discuss this afternoon involves access to proprietary service tools. The “service tool” is referenced in the solicitation and amendments. It is essentially a laptop computer with software that enables an elevator technician to communicate with the elevator control system, troubleshoot problems and make adjustments or repairs. Without the different proprietary service tools needed for USC elevators, it will be impossible for a contractor to meet the minimum requirements.

ANSWER TO VENDOR’S CONCERN

Bidders must submit with their bid confirmation that they can provide the tools necessary to perform all aspects of this contract. By signing this amendment the bidder confirms that should they be the awarded contractor, they can provide or have access to the tools necessary to perform all aspects of this contract.