



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

AMENDMENT NO.8 TO SOLICITATION

TO: ALL VENDORS
FROM: Michelle Robinson, CPPB, Procurement Manager
SUBJECT: SUBJECT: SOLICITATION NUMBER: USC-BVB-2485-MR
Complete Preventative Maintenance and Repair Service of Vertical Transportation
Equipment – Columbia Campus.

DATE: September 12, 2013,

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

**Change Opening Date from September 17, 2013 to September 27, 2013
Opening Time Remains the Same.**

Change Award Posting Date from September 17, 2013 to September 30, 2013

**Changes to Section V – Qualifications and Section VII (b) – Terms and
Conditions – Special**

Vendors Questions & Answers

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

Name of Offeror

Date

The Following Clauses are added to the Solicitation:

Section V – Qualifications

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

Section VII (b) – Terms and Conditions – Special

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement officer notice of its election to terminate under this clause at least one-hundred eighty (180) days prior to the expiration of the then current term.

The following questions were received from Vendor A

Question 1. The BVB states that the deadline for bid submission is August 15, 2013 at 3PM. Will the State change that in view of the vendor's questions?

Answer: Yes.

Question 2. Will the state provide a written amendment responding to vendor questions?

Answer: Yes.

Question 3. Will bids be accepted after the stated deadline? No. Will there be a public opening at which bid prices will be read aloud?

Answer: Yes, there will be a public bid opening; however, at the bid opening, the only information that will be released is the names of the bidders. Cost information will be provided after the ranking of bidders and the issuance of award. **If not, why not?**

Answer: See S.C. Code Ann. § 11-35-1528 (4).

Question 4. When the BVB solicitation document refers to "award" does the state mean "notice of intent to award," and not "Final Award"? Is that correct? If not, explain what is meant by "award."

Answer: See Award Notification (Nov 2007) in Section II A.

Question 5. Will price be maintained and scored separately from the other award factor?

Answer: Yes.

Will evaluators have access to pricing before they perform or complete the scoring of other criteria?

Answer: No.

Please describe how confidentiality of pricing will be assured throughout the process, and how the process will be done?

Answer: The bids shall be evaluated using only the criteria stated in the best value bid and by adhering to the weighting as assigned. All evaluation factors, other than cost, will be considered prior to determining the effect of cost on the score for each participating bidder. Once the evaluation is complete, all responsive bidders shall be ranked from most advantageous to least advantageous to the State, considering only the evaluation factors stated in the best value bid (S.C. Code Ann. § 11-35-1528 (7)). Confidentiality of proposals is enforced throughout the evaluation process.

Question 6. If a vendor will use a subcontractor to meet any material requirement of the work, is the vendor required to identify and list each such subcontractor?

Answer: See SUBCONTRACTOR – IDENTIFICATION (JAN 2006) clause on on Page 2 of this amendment.

Question 7. The scope of the solicitation is unclear. There appear to be numerous contradictory statements about the scope. These require firm resolution to ensure apples to apples comparison of bids are done. Could USC please re-write the scope to be simple, clear and precise? We would offer a sample of a clear and simple scope statement and terms from other projects, for consideration.

Answer: The University will revise the scope of the solicitation.

Question 8. Will the State remove the definition of "Full Maintenance Contract" as set forth on page 13 of the BVB? The definition contradicts the scope set forth elsewhere.

Answer: Yes.

Question 9. The definition of Full Maintenance Contract refers to the contract acting as "an insurance policy." Is the South Carolina Department of Insurance aware of this contractual requirement? Does that agency waive any and all regulations and laws as to insurers in South Carolina as regards this contract? Must the vendors have certifications from the Department of Insurance? What are the terms of the insurance policy? Has it been written or approved by the Department of Insurance? Will the State remove the reference to insurance policy from the bid?

Answer: See answer to Question #8.

Question 10. The same provision states that the contractor "may be responsible" for defending itself against accident claims. Please explain how vendors are to determine, from this language or from the BVB, when they are and are not responsible for such matters? We suggest this language be removed.

Answer: See answer to Question #8.

Question 11. The scope, defining "Full Maintenance Contract" appears to exclude from scope all items described at page 17 and following under "Exclusions." Please confirm.

Answer: The University will revise the scope of the solicitation.

Question 12. We have a question about a circumstance involving liability for out of scope changes that are recommended by contractor. If such changes are suggested by the contractor but are not approved by the University, in such a case who is liable if the proposed but unaccepted changes are the cause of any injury or damage? It would seem such loss should be the responsibility of the University. Do you agree?

Answer: USC will not attempt to predict the potential liability of the parties based upon this hypothetical scenario.

Question 13. When "cost" is evaluated as a part of Award Criteria on page 27, is that "cost" to be evaluated the Grand Total number that is at the foot of the final attachment to the BVB (or any amended version of same)?

Answer: No.

Is any other cost factor or data to be evaluated?

Answer: Yes, labor costs for certain services within the scope of the contract will also be evaluated. The University will revise the BVB to clarify which labor costs will be compensable over and above the standard monthly maintenance and repair charge.

Question 14. Scope of Work A. states that the purpose of the bid is to obtain qualified sources to furnish COMPLETE ELEVATOR MAINTENANCE AND REPAIR SERVICES. Are all these in scope maintenance and repair services to be done for the Grand Total evaluated price set forth in the completed Schedule of the bidders bid?

Answer: See answer to Question #13. The University will also revise the Bidding Schedule.

What repairs and maintenance is not covered by this statement of scope?

Answer: All repairs and maintenance will remain within the scope of the contract. Modernizations will not be within the scope of the contract. The BVB will be revised accordingly.

Question 15. Part B of the SCOPE OF WORK states that "Additional work may be requested of the successful contractor." Please state, in detail, what all additional work may be requested? What is the anticipated dollar amount of such work? Is that work being *awarded* under this contract? Is the price of such work to be included in the bid or not? How is the State ensuring proper competition for such added work?
Answer: The University will revise the scope of the solicitation.

Question 16. Part B of the Scope of Work states that the University "reserves the right to add, delete, revise and expand services." What work may be added revised or expanded? What is the anticipated dollar amount of such work? Is that work being *awarded* under this contract? How is the State ensuring proper competition for such added work? What work might be deleted? What is the anticipated dollar amount of such work? Since the bidders are giving their best price based on a stated scope, will bidders be free to revise overall pricing if work is deleted? How does this provision interface with Part D of the scope of Work? Will the awarded vendor be free to add to or change pricing if work is added?
Answer: The University will revise the scope of the solicitation.

Question 17. On page 12, the site visit is designed to ensure that the contractors have a chance to understand the condition of the equipment, so that they are in a position to agree in their bid, unequivocally, that they will "perform the work without additional expense to the State." Please identify, in list form, all items that are in scope to be performed without additional expense, and all items that are out of scope, which can be performed for additional expense, so that such lists are clear, and vendors and the State are of an equal understanding as to what is in scope and what is not?
Answer: The University will revise the scope of the solicitation.

Question 18. The Scope of Work provision states that it is for "full" preventive maintenance services and repair services? What services are excluded from this definition? Will the contractor be awarded the right or opportunity to perform out of scope work without a competitive bid? How would anticipated out of scope work be awarded without competition? If so, set forth in detail the description and dollar amount of such out of scope work that would be "awarded" under this contract?
Answer: The University will revise the scope of the solicitation.

Question 19. The Scope of Work provision states that three mechanics and one helper is required at a minimum. We understand that to be responsive and responsible, it is mandatory and essential that all of these mechanics be certified by a nationally recognized five year apprenticeship program and that if more mechanics or helpers are

required to do the work in the scope of the contract, the State will not be charged or pay extra for such added personnel. Is that understanding correct?

Answer: The University will accept certification by either NEIEP or CET (Certified Elevator Training). Seven (7) years of experience is required. If more mechanics or helpers are required to do the work in the scope of the contract, then the University will not pay extra for such the additional personnel.

Question 20. Specify all "work" for which the chosen vendor can be paid amounts in excess of the bid price, and set forth the dollar amounts of such work.

Answer: The University will revise the scope of the solicitation.

Question 21. We understand that the vendors must possess and supply all tools needed to perform all of the work required by this bid. Will the University be supplying any of these tools? If so, please list in detail all such tools that the University will supply.

Answer: USC does not intend or anticipate the need to supply any tools to the awarded contractor.

Question 22. On page 14, Item B.4, the Contractor agrees that they have the financial and technical resources, personnel, parts, and tools necessary to maintain this equipment to its original design capabilities based on the equipment condition and all the technical information available at time of award? Are vendors required to furnish proof of such items in their bid? Given the challenges involved in securing a final award in this contract process, to avoid such issues, will the State require that vendors supply in their bid the make, model and serial numbers for the service tools required by this bid?

Answer: The University will not require bidders to provide the serial numbers of their tools.

Question 23. The state inspection reports were sent out in addenda 1-4. Will all violations described in such reports be addressed and resolved before the initiation of this contract, or will they be a part of the scope or work of this contract?

Answer: All violations described in the state inspection reports that were included in addenda 1-4 will be addressed and resolved prior to initiation of this contract.

Or will the work to perform those corrections being bid separately? We would like the opportunity to bid for such work.

Question 24. Item 4 on page 14 requires all bidders to maintain all equipment to its original performance standards. For some of the equipment under this bid, the original performance standards require continuous monitoring of the belts. How will the university establish that each bidder has the necessary equipment and ability to provide

continuous belt monitoring at time of bid submission? Will the University require each bidder to establish such proof in their bid submission?

Answer: The contractor is required to agree that it has the financial and technical resources, personnel, parts and tools necessary to maintain the equipment in accordance with its original design capabilities based on the equipment condition and all the technical information available at time of award. The University will determine whether bidders are responsible after bids are opened.

Question 25. Does the University require that the service tool be owned by the contractor for use on this job, and that its personnel for this job are actually experienced in the use of this tool? Will the University require bidders to provide the serial number for their service tool so that a proper assessment of the lawful ownership of such tool can be established? If, for example, a vendor bids and proposes to use a stolen tool, the University would be at serious risk inasmuch as the vendor could be legally precluded from using such tool at any time.

Answer: The University expects all contractors to comply with the law and to refrain from using stolen tools. However, the University will not require bidders to provide serial numbers for their tools.

Question 26. Page 21 Item C: Please confirm that parts or components which are no longer manufactured by the original equipment manufacturer or parts where the original item has been replaced by an item of a different design or is replaceable only by fabrication is a discontinued part that is excluded from the scope. Please add such a statement to the list of Exclusions on page 17 and following. We understand that the cost of such parts would be the University's responsibility. Is that correct?

Answer: No. The contractor is responsible for the cost of all parts within the scope of the contract except as otherwise specified in the revised BVB.

Question 27. Overtime callbacks - Please confirm that proper approval and authorization will be obtained before an overtime callback is initiated, and that the vendor is entitled to rely on such approval and authorization having been obtained when the overtime callback or request is made.

Answer: Various facilities management personnel are authorized to initiate service calls.

Question: 28. We do not understand what is meant or intended by page 25, "Notices" Item E. Does this pertain to notices under the contract? Is it suggesting that the contract is to award some new unstated scope of work? This section is unclear. We ask that it be removed.

Answer: The University will revise the BVB accordingly.

Question 29. Page 36 - Term of Contract. The prior Solicitations and contracts have provided for mutual rights of the parties to either choose to renew, or to not renew. This document allows non-renewal by the University, but deprives the contractor of a like right. Please restore the mutuality of this provision.

Answer: See TERM OF CONTRACT – TERMINATION BY CONTRACTOR clause on Page 2 of this amendment.

Question 30. Page 39, Labor rates. This contract does not appear to have as a part of its scope any hourly rate work. Is this correct? If so, what is the purpose of this section on labor rates? Is work to be awarded in this solicitation, for work not stated in the scope, specifically hourly work or change orders? What is the nature of this work? What is the estimated value of this work? How is proper competition for this work being assured? We ask that this section be removed.

Answer: See answer to Question #13.

The following questions were received from Vendor B

Question 1. Please provide clarification on CET certification (p. 15)

Answer: USC will accept certification by either NEIEP or CET (Certified Elevator Training).

Question 2. Page 16, Part M of BVB requires any hoist or governor cables showing rouge must be replaced within 30 days of award notification. Can Contractor be allowed to replace hoist ropes as required by current elevator code, ANSI A17.1 2010, Sec. 2.20) in lieu of BVB requirements?

Answer: No.

Question 3. Please specify amount of Liquidated Damages noted on page 17, Sec. A, 2 in regards to minimum work hours with personnel.

Answer: The University will address this subject in the revised BVB.

Question 4. The "Exclusions" section of BVB (p. 17) does not reference exclusions due to Obsolescence. Please address as this is a relevant concern.

Answer: The University will address this subject in the revised BVB.

Question 5. Please provide further clarification on weather related exclusions (p. 18, E). Specifically related to exposed equipment such as escalator handrails that are continuously damaged by UV light and

outside conditions. Does USC consider this type of weather related damage exclusion to the contract coverage?

Answer: No.

Question 6. If an elevator is modernized during the contract term, will contract labor requirements (i.e., maintenance hours) be reduced along with the billing amount during the Free Service/Warranty period?

Answer: No. The contract labor requirements will not be reduced.

Question 7. The BVB contains conflicting requirements in regards to technician experience. Reference (p. 14, B,4) & (p. 23, A). Is the mechanic experience level required to be five (5) or seven (7) years?

Answer: Seven (7) years.

Question 8. Will monetary penalties be assessed with repair delays due to third party delays out of the Contractors control? (Example: motor rewinding, parts shipments/availability, etc.)

Answer: Yes.

Question 9. Please confirm that any equipment and/or tools belonging to the Contractor at the start of contract will remain property of the Contractor at expiration of contract term.

Answer: Any equipment and/or tools belonging to the contractor at the start of contract will remain property of the contractor at expiration of contract term.

Question 10. Will the specific winning Contractor evaluation criteria be made public after Award?

Answer: See below.

Question 11. Can USC provide a live Excel file containing the list of elevator units, location, cost, etc. via Addendum to aid Contractor(s) with bid submission?

Answer: See below.

Clarified – on 8/19/13

#10: During the pre-bid, it was stated that the evaluation information that the award was based upon would be made public knowledge since the bid amounts would not be read aloud. We are just looking for reasoning behind the award if not in our favor.

Answer: A request must be made in writing to the Procurement Officer requesting the evaluation committee's scoring pursuant to the Freedom of Information Act, S.C. Code Ann §§ 30-4-10 through 110.

#11: The elevator list found in the BVB is a PDF document. Can USC provide a live Excel file so that we can easily populate the required information on the spreadsheet?

Answer: If you wish to have the list of elevators in Appendix C Bid Schedule in Excel, please send me a request via e-mail to: marobins@mailbox.sc.edu