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	University of Purchasing Dep 1600 Hampton S Columbia, SC Telephone: (803	Street, 6th floor 29208	a ≄⊅	Reques	Page	e One		
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3. **FAXED QUOTES ACCEPTABLE.** FAX # (803) 777-2032

Federal I.D. or Social Security No. _____ SC Minority Certification Number (If Applicable)_____

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 Submitted By (Print Name)
 Signature
 Telephonee

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the bidder, its directors, officers, employees and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection, its members, directors, officers, employees and agents under the university of South Carolina, its members, directors, officers, employees and agents under the university of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

<u>Termination</u>: Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

<u>HIPAA Law</u>: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <u>http://www.sc.edu/hipaa/</u>

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational Safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT – Please Note – Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES – RESIDENT CONTRACTOR PREFERENCE (SEP 2009) To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009) To qualify for this preference, You must meet the following requirements. (1) You must – at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying

subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE

I. INTRODUCTION

A. The University of South Carolina is issuing this Request for Quotation the purpose of obtaining a contractor to provide elevator maintenance and repair services for the University of South Carolina, Sumter Campus as specified herein.

II. INSTRUCTION TO VENDORS (STANDARD INFORMATION)

- A. RFQs will be considered as specified herein or attached hereto under the terms and conditions of this Request for Quotation.
- B. This RFQ does not commit the University to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all RFQs received as a result of this request, or to cancel in part or in its entirety this RFQ if it is in the best interest of the University to do so.

C. **RFQs** must be mailed/faxed to the University of South Carolina Purchasing Department as indicated.

- D. This RFQ must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the RFQ.
- E. Vendor may ask procedural questions seeking clarification of the submittal process orally. However, substantive questions involving issues such as the scope of work, contract terms, etc. should be submitted in writing.
- F. Vendors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- G. Failure to furnish your FEIN or SSN may result in the delay of award of contract.

III. SPECIAL PROVISIONS

1. Service

All vendors are required to have an adequate service organization with local service representative for the geographical area for which the RFQ is applicable. The service representative should be employed by the vendor or designated by him as his authorized representative on a full time basis and not as a subcontractor.

2. Indemnification Agreements

The state South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

3. Contractor

The Contractor shall indemnify the State against any and all liability, claims and costs of whatsoever kind and nature of injury to or death of any persons for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor or any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor, and too, the Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the University from loss on amount thereof.

4. End of Contract Period Maintenance

The Contractor must perform all necessary maintenance and repairs by the end of the contract period. Within the last ninety (90) days of the contract, bids may be obtained for the next contract period's Elevator Maintenance. All prospective vendors will have the right to inspect the equipment, review the State Elevator Inspection Reports, and submit a list of repairs and adjustments necessary to place the equipment in first class condition. Any repairs and/or recommendations from the State Elevator Inspection Reports shall be <u>excluded</u> from this list. This list shall be submitted to USC-Columbia Purchasing Department with the vendor's RFQ, and if, in the opinion of the State, these repairs and adjustments are within the scope of the current contract, the current Contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.

In the event the repairs, maintenance, and adjustments have not been completed at the end of the contract period, the University reserves the right to contract with the new Contractor for the repairs. The current Contractor shall be assessed the amount of money required to perform the necessary repairs or maintenance. This amount shall be deducted from the current Contractor's final payment.

5. Number of Man Hours Labor to be Furnished

The successful vendor shall be required to provide the necessary man-hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the successful vendor shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to ensure that the equipment is in good operating condition at all times. This time does not include man-hours consumed in emergency callbacks either during regular working hours or after regular working hours, nor does it include hours used for major maintenance repairs.

6. Familiarity with the Work

The Contractor, by executing this contract, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The University shall not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this contract.

7. Termination for Default

The performance of work under this contract may be terminated by the University of South Carolina Purchasing Department in writing, whenever the University determines that the Contractor has failed to meet the performance requirements of this contract.

Site Visit

8. SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: Upon Request LOCATION: USC Sumter Bultman Conference Room 2nd Floor 200 Miller Road Sumter SC, 29150

9. Term/Option To Extend

The term of this contract shall be one (1) year effective July 1, 2012 – June 30, 2013 with the option to extend this contract. Unless terminated by either party at the end of the initial term, at the end of successive "contracted" terms or as otherwise allowed within this document (see Termination Clause), the contract will automatically extend at the same conditions and terms as approved by the University of South Carolina Purchasing Office. Said extension may be less than, but will not exceed four (4) additional one (1) year periods.

9. Bidding Condition of Price

The RFQ price must be fixed for the initial contract period, except the University shall be advised of, and receive the benefit of, any price decrease. The contractor must agree to provide written price reduction information within ten days of its effective date.

10. <u>Contract Amendments</u>

Amendments to any contract between the agency and the contractor must be reviewed and approved by the University of South Carolina Purchasing Department.

IV. SPECIAL CONDITIONS

1. Contractor Representative

The Contractor shall, within five (5) days after the award of the contract covered herein, submit a written identification and notification to the University of South Carolina Procurement Department and the University of South Carolina-Sumter Facilities Management Office of the name, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the University is notified immediately by written correspondence on company letterhead.

2. Contractor's Cost Adjustments

Written request for increases in costs must be submitted to USC-Columbia Purchasing Department. The USC-Columbia Purchasing Department reserves the right to accept or decline any requested increase in cost. Requests for increased costs shall be accompanied by supportive documentation.

Any request for price increase must be submitted to USC-Columbia, Purchasing Department at least ninety (90) days prior to the automatic renewal date. (Price increases will only become effective if approved in writing by USC-Columbia Purchasing Department). The maximum increase will not exceed the unadjusted percent change from the previous year shown in Table 6 of the Producer Price Index (PPI) for all commodities or in the Consumer Price Index (CPI Urban Consumers (CPI-U), "Other Goods and Services" for services.

3. Insurance

The Contractor shall at his sole cost and expense procures and maintain in full force and effect during the term of the contract:

- a. Workman's Compensation Insurance covering *all* individuals engaged in any work under this contract. Insurance coverage must meet requirements of South Carolina laws regarding Workman's Compensation Insurance.
- b. Contractor's Protective Liability Insurance protecting the Contractor and any subcontractor performing work covered by the contract from claims for damages for personal injury, including death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. The limits shall be \$100,000.00 each incident, \$300,000.00 aggregate and \$100,000.00 property damage.
- c. Comprehensive General Liability Insurance covering all operations and services under the contract with limits and bodily injury coverage of not less

then \$500,000.00 per person and \$1,000,000.00 per occurrence and a limit of property damage coverage of not less than \$500,000.00 per occurrence.

- d. Comprehensive Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage and with the same limits of liability as specified for General Liability Insurance, if operations and services under the contract involve the use or operation of automotive vehicles on the University's premises.
- e. Coverage shall be not less than \$500,000.00 per occurrence.
- f. Certificates of insurance coverage described above shall be furnished by the Contractor prior to the commencement of services under the contract and such certificates shall provide that the coverage's will not be cancelled or reduced in amount prior to thirty (30) days after notice of such cancellation or reduction has been mailed to the University.
- g. The enumeration of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities for the consequences of accidents arising out of or resulting form the performance of the Contractor under a resulting contract.

V. SPECIAL CONTRACT CLAUSES

<u>Staff leasing services</u>: "The contractor shall not engage the services of any staff leasing company pursuant to S.C. Code ann. section 40-68 10 (1976) et seq. To perform any services required under the terms and conditions of this contract without the expressed written consent of the State. Unauthorized use of a staff leasing Services Company by the contractor to fulfill the terms and conditions of this contract shall result in termination of the contract for cause".

VI. SCOPE OF WORK

Specifications for Elevator Maintenance and Repair Services

This specification covers services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide an all-inclusive elevator preventive maintenance service as described herein including, but not limited to, elevator inspections, examinations, lubrication, testing, cleaning and adjusting, and all major and minor repairs to equipment, including adjustments, repairs and replacement of all major and minor parts. A complete listing of the elevators, handicapped lifts, mechanical lifts, and pit lift are specified within. The price bid herein contemplates routine service work to be done during regular working hours on regular working days of the trades involved.

A. Classification

Vertical transportation systems covered by this specification are classified as passenger elevators, escalators, freight elevators, dumbwaiters, and orchestra pit lift.

B. <u>Applicable Standards</u>

The following documents of issue in effect on the date of the Bid Invitation shall form a part of this specification. All applicable OSHA standards and regulations must be followed.

ANSI A17.1 – Safety Code for Elevators and Escalators

ANSI A17.2 – Inspection Manual for Elevators and Escalators ANSI 17.3 – Safety Code of Existing Elevators and Escalators and ANSI A17.5 ANSI A117.1 Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People

American National Standards Institute, Inc. 1450 Broadway New York, New York 10018

S. C. Code of Laws 1976 - Total 41, Section 16 - South Carolina Elevator Code

S. C. Code and Regulations South Carolina Department of Labor P. O. Box 11329 Columbia, SC 29211-1329

C. <u>Requirements</u>

1. General Conditions

The preventive maintenance program as specified herein will consist of an allinclusive service including but not limited to elevator inspections, examinations, lubrication, testing, cleaning, adjusting, and all minor and major repairs of equipment.

All elevators under this contract shall be maintained in first-class operating condition and must comply with all requirements of the current applicable standards in Section II, all other applicable laws, regulations, ordinances, codes, etc., and the American National Standards Institute (ANSI) Code shall be used as a guide to establish that the elevators are operating safely. The Contractor shall provide a full maintenance program in accordance with ANSI standards.

Each elevator was installed according to the current Code requirements that were applicable in South Carolina at the time of installation. The University will be responsible for updating and/or renovating elevators to meet any applicable codes that were enacted subsequent to installation subject to the following:

a. The contractor will be responsible for immediately maintaining any updates or renovations that the University contract with him to do.

- b. The contractor will be responsible for maintaining any updates or renovations that the University contracts with another vendor one year after final competition.
- c. The Contractor will be responsible for maintaining any update or renovations that the University does in house for one year after completion.
- d. The contractor will advise USC-Sumter of any problems that may occur to elevators or elevator mechanical rooms during renovations or updates that are the result of any outside contract, University personnel, or the contractor's own personnel.

USC-Sumter will provide the Contractor with all normal utilities such as electricity, lights, water, etc., necessary for performing this contract.

Contractor must <u>maintain</u> good housekeeping practices on all of the elevators. Elevator pits, machine rooms, and penthouse shall be kept clean and free of scrap parts, oily rags, combustible materials, and accumulation of debris and dirt.

2. <u>Ownership</u>

It is understood that the Contractor will not assume possession or control of any part of the equipment but that such equipment remain the property of the University.

3. Protection of Persons and Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. All damages or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by him shall be remedied by the Contractor.

The Contractor shall not be liable for injury or damage to persons or property except those directly due to negligent acts of the Contractor or his employees. The Contractor shall not be liable for any loss, damage, or delay due to causes 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.

4. Acceptance of Elevators – Pre-Maintenance Repair

The vendor agrees that by his own inspection he has found all elevators covered by this contract to be in suitable condition for him to accept them under the terms of the maintenance contract. The successful vendor, therefore, will not claim, at any time during the life of the contract, extra charge(s) for any parts or service that may have been needed for maintenance of said elevator prior to award of contract. Should the awarded vendor not find the elevators in suitable condition, a written report on each elevator not meeting this requirement and along with the cost for the necessary repairs.

The Contractor may be required to perform all or part of the repairs prior to establishing a maintenance contract for elevators, if in the opinion of the University such repairs are necessary. However, the University reserves the right to have identified repairs performed by another party prior to turning the elevators over to the contractor for maintenance.

5. Work Excluded

- a. Car enclosure including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, and floor covering.
- b. Replace car guide rails.
- c. Hoist way enclosure; hoist way gates, doors, frames, and sills.
- d. Repair hoist way structure, including landing sills.
- e. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the Contractor or his representatives or employees, or by reasons of any other cause beyond the control of the Contractor, except those made necessary by ordinary wear and tear.
- f. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
- g. Main line power switches, breakers, and feeders to the controller.
- h. Underground and/or buried piping and jack casing.
- i. Replace outer housing of hydraulic jack.
- j. Extend electric power supply to equipment, from disconnect ahead of main switch, which controls that equipment.
- k. Replace mainline and auxiliary disconnect switches, fuses and feeders serving control panels.
- 1. Emergency power plant and associated contacts.
- m. Smoke and fire sensors with related control equipment not specifically part of the elevator controls.

6. Scheduled Testing

Current contractor must, provide verification that all inspections have been performed in accordance with current A17.1 National Elevator Code. Notification must be given in writing to the University of South Carolina-Sumter ten (10) days prior to conducting running safety tests.

The Contractor shall furnish USC-Sumter a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to service requirements.

7. Inspection and Tests

The Contractor shall perform routine and periodic inspections and tests of all equipment at the frequency stated in ANSI A17.1, Part X, following the procedures set forth in ANSI A17.2 and as specified below:

a. Six (6) Month Inspections and Tests

The Contractor shall, at intervals of not longer than six (6) months from the initiation date of this contract perform the routine inspection and tests as outlined in ANSI A17.1, Part X, Sections 1001, 1004, 1007 an1 1010.

b. One (1) Year Inspections and Tests

The Contractor shall, at intervals of not longer than one (1) year from the initiation date of this contract perform the periodic inspections and tests as outlined in ANSI A17.1, Part X, Sections 1002, 1005, 1008 and 1010.

c. Five (5) Year Inspections and Tests

The Contractor shall, at intervals of not longer than five (5) years from the date of the last five (5) year test and inspection as determined by the date stamped or marked on the metal tag attached to the equipment perform the inspection and tests as outlined in ANSI A17.1, Part X, Sections 1002 and 1005.

d. Certification

The Contractor shall submit certification to the University to show evidence of successful completion of the Six (6) Month, One (1) Year, and Five (5) Year Inspection and Testing in accordance with ANSI A17.1 and as further specified in this contract.

The certification shall include a list of all items identified by the applicable section in ANSI A17.1, Part X. Beside each item include the initials of the person performing the inspections and tests and the date on which such was performed.

Failure to provide the above referenced certification upon completion of the inspection or testing shall be cause for termination of this contract.

The Contractor shall furnish as required, at no cost to the University, personnel to accompany State Elevator Inspector when required.

8. Routine Service Calls and Inspection Record

Each time an elevator is serviced, whether emergency or regular, a legible report on approved form shall be submitted to USC-Sumter within five (5) working days after servicing. This report shall cover all work done at the time of servicing. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed or the Contractor must leave with the University's designated representative a legible copy of the maintenance work order.

9. Emergency Call Back Service

The Contractor shall provide at all times twenty-four (24) hours a days, seven (7) days a week emergency call back service which consists of responding (responding means being on the job site) within a two (2) hour period to a request from the University to correct any elevator problem and/or condition, which in the University's opinion needs attention before the Contractor's next scheduled routine maintenance visit.

Emergency calls, at any hour, for stranded elevators carrying passengers, shall be responded to <u>immediately</u>.

University personnel usually confirm all reported elevator problems prior to calling in an after hour service call. Many after hour calls for unoccupied or noncritical buildings are held until the next working day. However, all requests for service from an authorized University representative must be responded to.

10. Failure to Perform

The University reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received. The Consultant's decision as to Contractor's responsibility in fulfilling his contract obligation shall be final, with approval from USC-Columbia, Purchasing Department. However, the Consultant cannot recommend that anything be added to the elevator that was not present when contract was awarded. If the Contractor fails to make immediate correction to elevators as directed by the Consultant through USC-Columbia, Purchasing Department, any or all contracts held by the Contractor will be canceled.

11. Job Conferences

At least every ninety (90) days, the contractor will make himself available for a conference on the past months performance of the contract with a representative of USC- Sumter. Proper authorities within USC-Sumter may request a written monthly performance report.

12. Contractor Employee Policy

Contractor Employees:

- a. Shall wear uniforms as provided by the Elevator Service Contractor. Uniforms are to bear the Contractor's emblem and person's name and are to be maintained in a serviceable, neat and clean condition at all times. The technician's uniform shall be the standard color worn by Elevator Service Contractor's employees.
- b. Shall carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph (portrait), company name, address, telephone number, and employee's identification number and signature and title of the employee's immediate supervisor.
- c. Shall be of good character as decided by the Contractor and University as determined by requested references and work record.
- d. Shall be instructed to abide by any and all rules and regulations set forth by the University.
- e. Shall report immediately any property damage.
- f. Shall not engage in unnecessary conversation with University employees or tenants.
- g. Shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

13. Addition or Deletion from units to be maintained.

The elevators to be serviced and maintained under this contract are specified herein. Any unit added or deleted by University from said list will result in an equitable adjustment to the contract price. If added, the parties involved will negotiate the price. If a unit is deleted, the price as then effect on said individual unit will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

14. Number of Man Hours Labor to be Furnished

The successful vendor shall be required to provide the necessary man-hours of labor per month for routine cleaning, inspection, and adjusting service. In addition, the successful vendor shall provide the necessary man hours for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to ensure that the equipment is in good operating condition at all times. This time does not include man-hours consumed in emergency callbacks either during regular working hours or after regular working hours, nor does it include hours used for major maintenance repairs.

15. Familiarity with the Work

The Contractor, by executing this contract, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The University shall not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this contract.

VII. **Qualification of Vendors**

The importance of maintaining the elevator equipment for USC-Sumter in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator Contractor who has satisfactorily maintained elevators of this type and to the degree included in these specifications.

<u>The vendors shall therefore furnish the following (complete separate section)</u> for evaluation purposes with this RFQ:

- a. A statement that he is regularly (to include number of years) engaged in the business of installing and/or servicing elevators of the type and character of equipment covered by these specifications.
- b. A complete description and location of his nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:
 - 1. A list, including names of personnel directly employed by the vendor, whose responsibility is performing maintenance, giving the length of time each has been employed by the vendor and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.
 - 2. A list of five (5) references of elevator service contracts during the last two (2) years within the State of South Carolina.
 - 3. A description of any other factors concerning the vendor's maintenance program, personnel, and service facilities that will substantiate his ability to properly maintain the elevators in a safe, dependable manner.
 - 4. The University reserves the right to request a copy of the current

annual report or certified financial statement prepared by a Certified Public Accountant, indicting financial capability to furnish the elevator maintenance specified. This information will be kept confidential.

5. All personnel employed by the contractor in this work shall be duly trained and competent.

VIII. MAINTENANCE SPECIFICATIONS

A. <u>Required Maintenance Service</u>

- 1. Contractor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained persons directly employed and supervised by him. These persons will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition.
- 2. Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair, or replace: MACHINES, MOTORS, GENERATORS and CONTROLLER PARTS, including but not limited to worms, gears, thrusts, bearings, commutators, rotating elements, coils, contacts, resistors, magnet frames, and other parts.
- 3. These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality.
- 4. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except when roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
- 5. Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A17.1 shall be performed when due and in the presence of a University official, or his designee.
- 6. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.
- 7. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.
- 8. replace the following equipment:
 - (1) Interlocks
 - (2) Car and hatch door operators
 - (3) Car and hatch door hangers
 - (4) Door closers
 - (5) Signal system

B. <u>Schedule of Maintenance Operations</u>

- 1. The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum operations to be provided. The successful vendor must recognize that additional service(s) may be required in order to comply with performance evaluation requirements.
- 2. The following services are to be performed at least <u>once per month</u> or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels.
 - a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action. Make corrections as necessary.
 - b. Inspect and wipe clean all motors, machines and generators.
 - c. Inspect controllers, selectors, selector drives and governors.
 - d. Clean and adjust all controller and selector contacts. Renew worn contact and/or shunts when necessary. Check sequence of operation.
 - e. Wipe clean all motor, generator, and exciter commutators, clean, check brushes, and brush holders. Renew or reset brushes if necessary.
 - f. Clean and lubricate direction and accelerating switches.
 - g. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
 - h. Clean hoist way pits and inspect equipment in them.
 - i. Inspect working parts of all governors for free operation.
 - j. Inspect all doors operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
 - k. Check retiring cam operating and make necessary adjustments or corrections.
 - 1. Examine all wire ropes and fastening. Check and adjust rope tension.
 - m. Examine traveling cables for wear and position.
 - n. Examine counterweight ropes.
 - o. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
 - p. Lubricate selector drive screws, guides, and clean contacts if necessary.
 - q. Clean and lubricate automatic slow down and stopping switches on top of cars.
 - r. Clean car position indicators, adjust if necessary.
 - s. Inspect, clean, and lubricate car guides (unless roller guides are used).
 - t. Check car fan motors for proper operation.

- u. Inspect drive and secondary sheaves, clean if required.
- v. Check bearings for proper operation and wear.
- w. Examine machine gear teeth for cutting or noise.
- x. While riding on top of cars, physically check condition and operation of door locking equipment.
- y. Perform electrical test of door interlock circuits.
- z. Examine door locks and door closer equipment. Clean door channels.
- aa. Examine car and counterweight guide shoe and fastenings.
- bb. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
- cc. Remove car station cover, blow out, clean or lubricate switches and buttons.
- dd. Examine, clean with proper solution, and repair as necessary commutator, brushes, and brush holders of all small control motors and regulators.
- ee. Thoroughly examine and clean starter and control panels.
- ff. Check, clean and adjust operation of slowdown and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
- gg. Examine and clean the buffers. Oil if necessary. Perform "hand test" of plunger return.
- hh. Blow out and vacuum controller motors and M.G. sets.
- ii. Check machine gear oil, seal any oil leaks, examine gear teeth and refill with fresh oil as necessary.
- jj. Check and clean machine brake. Disassemble and replace worn components, re-assembles, and re-adjust as necessary.
- kk. Clean and lubricate hatch door hanger tracks and door arms.
- ll. Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.
- mm. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check bracket bolts for tightness.
- nn. Perform annual no load safety test. (Annually, not monthly.)
- oo. Performance of ANSI A17.1 five-year safety test (contract speed, full load) if required within the period of the contract by project specifications, and any other test that may be required during the contract period. (Time period as stated, not monthly).
- pp. All parts subject to rust will be painted as required to maintain a presentable appearance.
- qq. Check to be sure the car lights and alarm system operate when on emergency power as per ANSI A17.1, Rule 211.

C. Performance Requirements

- 1. It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of his representative that these standards are not being maintained, the Contractor will be given fourteen (14) days notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of USC-Columbia Purchasing Department.
- 2. The following performance levels which are a part of the original design and which shall be maintained at all times:
 - a. Current speed of all elevators, dumbwaiters, and escalators (as applicable) shall be maintained, and brake-to-brake flight times shall also be maintained.
 - b. Leveling accuracy of all elevators shall be maintained at all times.
 - c. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A17.1 code, yet assuring minimum standing time at each door.
 - d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
 - e. Variable car and hall door hold open times shall be maintained or adjusted as may be requested by the University.
 - f. Emergency fire service operation shall be tested monthly to be sure it is functioning properly as required by ANSI A17.1 and the South Carolina Building Code. Both Phase 1 and 2 must be tested. Written reports of tests shall be kept in notebook binders in each machine room.
 - g. Elevator under Group Supervisory Systems should be maintained at current operating levels. The Contractor shall be required to periodically test these systems and submit to the USC-Sumter test data indicating performance levels of systems and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

- h. Spare Parts
 - (1) To assure the maximum use of the elevators and a minimum shutdown time for emergency repairs, the successful vendor may be required to have and maintain a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. Any parts or lubricants on site shall be stored in metal cabinets furnished by the Contractor.
 - (2) Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.
- i. Contractor shall not be under any obligation hereunder to make any renewals or repairs except that incidental to the operation of the machinery.
- j Contractor is not required under this contract to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus, or car, by persons other than Contractor or his employees.
- k. If replacements or repairs are required due to no fault of the Contractor, the Contractor will obtain approval from USC-Columbia Purchasing Department before any repairs are made, giving an estimated cost to complete the renewal or repair.
- 1. If disagreement arises between the Contractor and facility officials or designee, USC-Columbia Purchasing Department shall be contacted and they will be the determining authority as to the disagreement between the two parties.
- m. The price bid herein contemplates routine service work to be done during regular working hours on regular working days of the trades involved.
- n. If overtime work is **requested** by the designated authority covering **routine work** (service work, examinations or repairs) at times other than regular work hours, 8:00 am 5:00 pm, Monday-Friday, the Contractor will absorb the hour's work at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate. The Contractor's RFQ shall furnish billing rates for overtime work which will be fixed until an approved change is made per Section IV., 2., Contractor's Cost Adjustments.

IX. <u>WARRANTY</u>

The Contractor shall guarantee all work required during the contract period for the duration of the contract. Should USC-Sumter determine during the contract period that any required work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the University, correct said difficulty within fourteen (14) days. Failure to correct the defect within fourteen (14) days will be construed a default of the contract.

The Contractor also warrants to the University that all parts furnished under this specification will be new, of good quality and workmanship, and agrees to replace promptly any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident during the contract period, and any extensions thereof. Such replacement shall be free of any charge to the University.

X. <u>WIRING DIAGRAMS</u>

Working schematics and wiring diagrams are located in each elevator machine room to the extent of availability. The Contractor shall be responsible for verifying the accuracy of such information. Should the Contractor find errors and/or omissions he or she must submit a list with the RFQ indicating such. Upon verification, the University shall then procure, if available, the necessary information.

The Contractor shall provide the University with updated reproducible diagrams indicating all changes, modifications, etc., which take place during the contract term. These reproducible shall be furnished to the University immediately following modifications.

At termination of the contract the University shall retain all blueprints, wiring diagrams and other pertinent data that may have been furnished by the University and updated by the Contractor.

XI. ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

The importance of the elevators covered by these specifications demands that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, ANSI code and the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. The University reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the University may immediately demand that the Contractor place the elevator in condition to meet these requirements.

The Contractor's failure to comply with such a demand within a reasonable time will constitute a circumstance under which the University may terminate the contract. If the demand is not promptly complied with, the University may enter into an agreement with others to perform such work and charge the total cost thereof to the Contractor.

XII. AWARD

Any award resulting from this request shall be awarded to the responsive and responsible vendor whose RFQ is determined to be most advantageous to the University, taking into consideration all evaluation factors set forth in the RFQ herein; however, the right is reserved to reject any and all RFQs received and in all cases, the University will be the sole judge as to whether an vendor's quote has or has not satisfactorily met the requirements of this RFQ.

XIII. VENDOR'S RESPONSE

The vendor is to submit the following information for consideration and evaluation.

- A. Page One (1) of Request for Quotation
- **B.** Bidders Schedule
- C. Section VII Qualification of Vendor's

Bidder's Schedule					
Item	Quantity	Description	YEAR 1 Mon	thly Cost	Extended Price
<u>1.</u>	3 each	Elevators			$\frac{1}{1} = $
1.	5 Each	Lievators	Φ	X 12 III0	Jinns – φ
Eleva	tor Information	<u>n</u> :			
	per of Stops:	2			
No of	Openings:				
Type:		Oildraulic			
	ion:		nd Library Buildi	ngs	
(SND	11034), models	(D3SIC18/)			
Norm	al working ho	urs: 8:30 am to 5:0) pm Monday thre	ough Friday.	
Overt	ime Working l	Hours: \$	hour cons	ists of # of pe	rsons
Holid	0		hour cons		
Milea	ge	\$	per mile	-	
Numb Resid	er of Sub-Con lent Sub-Contr	actor Preference (2° tractors actor Preference (4° tractors			
annua work Please ensur Bidde 1) Ide 2) Ide 3) Bid	Il price of the b exceeds \$500,0 e refer to the pr e that you qual r is to submit t ntify the subco ntify the work der's factual b	references do not ap- idder's work exceed 00. [11-35-1524(E)(3 reference clauses list ify to select the abov he following for pre- ntractor to perform the subcontractor is asis for concluding to of the work to be pe	s \$50,000 or the to)] ed in the additions re preferences. ferences requested the work: to perform: hat the subcontra	otal potential p al conditions o l above: ctor's work co	orice of the bidder's f this solicitation to
Item	Quantity	Description	YEAR 2 Mon	thly Cost	Extended Price

2. 3 each Elevators

\$_____ x 12 months = \$_____.

Elevator Information: Number of Stops: 2

No of Openings: Type: Location: (SND11034), models (brary Buildings			
Normal working hour	rs: 8:30 am to 5:00 pm	Monday through Friday.			
Overtime Working H Holidays: Mileage		_hour consists of # of per _hour consists of # of per _per mile			
Resident Contractor Preference					
Item Quantity		Monthly Cost	Extended Price		
3. 3 each	Elevators	\$ x 12 mo	nths = \$		
Elevator Information Number of Stops: No of Openings: Type: Location: (SND11034), models (2 2 Oildraulic Administration and Li	brary Buildings			
Normal working hour	rs: 8:30 am to 5:00 pm	Monday through Friday.			
Overtime Working H Holidays: Mileage	ours: \$ \$ \$	_hour consists of # of per _hour consists of # of per _per mile	sons sons		
Resident Contractor I Resident Sub-Contra Number of Sub-Contr Resident Sub-Contra Number of Sub-Cont	ctor Preference (2%) ractors ctor Preference (4%)				

		Y	EAR 4
Item	Quantity	Description	Monthly Cost Extended Price
4.	3 each	Elevators	\$ x 12 months = \$
Eleva	tor Informatio	n:	
	per of Stops:	2	
	Openings:		
Type:		Oildraulic	
Locat (SND	ion: 11034) , models		d Library Buildings
Norm	al working ho	urs: 8:30 am to 5:00	pm Monday through Friday.
Overt	ime Working	Hours: \$	hour consists of # of persons
Holid	ays:	\$	hour consists of # of persons
Milea	ige	\$	per mile
Numb Resid Num	oer of Sub-Con lent Sub-Contr ber of Sub-Cor	ractor Preference (4% ntractors	(<u>EAR 5</u>
Item	Quantity	Description	Monthly Cost Extended Price
5.	3 each	Elevators	\$ x 12 months = \$
<u>Eleva</u>	tor Informatio	<u>n</u> :	
	per of Stops:	2	
No of Openings: 2		—	
Type:		Oildraulic	
Locat (SND	ion: 11034) , models		d Library Buildings
Norm	al working ho	urs: 8:30 am to 5:00	pm Monday through Friday.

Overtime Working Hours:	\$ _hour consists of # of persons
Holidays:	\$ _hour consists of # of persons
Mileage	\$ _per mile

TOTAL LINE ITEMS 1-5 \$_____

<u>Note:</u> The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds 50,000 or the total potential price of the bidder's work exceeds 550,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

1) Identify the subcontractor to perform the work:

2) Identify the work the subcontractor is to perform:

3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business?
□ Yes □ NO

Is the bidder a Minority Business certified by another governmental entity?
□ Yes □ NO

If so, please list the certifying governmental entity:

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \Box Yes \Box NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \Box Yes \Box NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- □ Traditional minority
- □ Traditional minority, but female
- □ Women (Caucasian females)
- □ Hispanic minorities
- □ DOT referral (Traditional minority)
- □ DOT referral (Caucasian female)
- Temporary certification
- □ SBA 8 (a) certification referral

□ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)