

 <b>UNIVERSITY OF SOUTH CAROLINA</b>	<b>Invitation for Bid</b>	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	USC-IFB-3052-JB December 9, 2016 Juaquana Brookins 803.777.3596 <a href="mailto:jlbroomkin@fmc.sc.edu">jlbroomkin@fmc.sc.edu</a>
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**DESCRIPTION: Elevator Preventative Maintenance and Repair Services of the Vertical Transportation Equipment for the USC Upstate Campus**

**USING GOVERNMENTAL UNIT: University of South Carolina**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.*

**SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:**

<b>MAILING ADDRESS:</b> University of South Carolina 1600 Hampton Street, Suite 606 Columbia SC 29208	<b>PHYSICAL ADDRESS:</b> University of South Carolina 1600 Hampton Street, Suite 606 Columbia SC 29208
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**SUBMIT OFFER BY (Opening Date/Time): January 5, 2017 2:00 PM EST** (See "Deadline For Submission Of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: December 16, 2016 3:00 PM EST** (See "Questions From Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: One(1) paper copy**

<b>CONFERENCE TYPE: Site Visit</b> <b>DATE &amp; TIME: December 16, 2016, 10:00 AM EST</b> <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>	<b>LOCATION: USC Upstate</b> <b>155 American Way</b> <b>Facilitates Management Center</b> <b>Spartanburg, SC 29303</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>1/10/2017</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.purchasing.sc.edu">http://www.purchasing.sc.edu</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" provision.)

<b>NAME OF OFFEROR</b> <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
<b>AUTHORIZED SIGNATURE</b> <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	<b>DATE SIGNED</b>
<b>TITLE</b> <small>(business title of person signing above)</small>	<b>STATE VENDOR NO.</b> <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
<b>PRINTED NAME</b> <small>(printed name of person signing above)</small>	<b>STATE OF INCORPORATION</b> <small>(If you are a corporation, identify the state of incorporation.)</small>

<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> <span style="float: right;"><small>(See "Signing Your Offer" provision.)</small></span>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)



## **Solicitation Outline**

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications  
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

## **I. Scope Of Solicitation**

It is the intent of the University of South Carolina to solicit proposals for the services of a qualified vendor to provide complete elevator preventative maintenance and repair services of the vertical transportation equipment for USC Upstate campus, in accordance with all requirements listed herein.

### **ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006)**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

### **MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006)**

Start date: **1/24/2017** End date: **1/23/2022**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

## **II. Instructions To Offerors - A. General Instructions**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the South Carolina Budget & Control Board or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

#### **AMENDMENTS TO SOLICITATION**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

#### **AWARD NOTIFICATION (FEB 2015)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

#### **BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the

entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

**BID IN ENGLISH & DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the

Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

#### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS

AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to



paragraphs (a)(1) through (a)(3) of this certification; and  
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

#### **CODE OF LAWS AVAILABLE (JAN 2006)**

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

#### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(G)]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

#### **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

#### **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

**ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015)**

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay.

**OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be

received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165]

#### **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

#### **QUESTIONS FROM OFFERORS (FEB 2015)**

Submit questions via email only to [jbrookin@fmc.sc.edu](mailto:jbrookin@fmc.sc.edu)

**Subject: USC-IFB-3052-JB Elevator Preventative Maintenance and Repair Services of the Vertical Transportation Equipment for the USC Upstate Campus**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

#### **REJECTION/CANCELLATION (JAN 2004)**

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

## **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

## **SIGNING YOUR OFFER (JAN 2004)**

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://scemd.org/closings>.

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South

Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

#### **SUBMITTING A PAPER OFFER OR MODIFICATION**

**Paper offers are required.** (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

#### **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### **TAXPAYER IDENTIFICATION NUMBER**

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.  
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service

(IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

#### **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. Instructions To Offerors - B. Special Instructions**

### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

### **DESCRIPTIVE LITERATURE – LABELLING (JAN 2006)**

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

### **OFFERING BY LOT (JAN 2006)**

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

### **PREFERENCES – A NOTICE TO VENDORS (SEP. 2009)**

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). 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 YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

**PROTEST - CPO - MMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us),

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**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: December 16, 2016, 10:00 AM EST**

**Contact Person's Name: Tammy Cash**

**Contact's Phone Number: 864.503.5353**

**Location: USC Upstate, 155 American Way, Facilities Management Center, Spartanburg, SC 29303**

**UNIT PRICES REQUIRED**

Unit price (Monthly Price) to be shown for each item.

**SAMPLES OR DESCRIPTIVE LITERATURE**

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.

### **III. Scope of Work / Specifications**

It is the intent of the University of South Carolina to solicit bids to provide complete preventative maintenance and repair services for the vertical transportation equipment at the University of South Carolina Upstate campus. The contractor is responsible for assessing the needs of the University to determine man hours of labor and materials that will be needed to meet the full requirements of the contract and maintain all the equipment listed in first class operating condition. It has been established that in order to provide the level of service required and sustaining the equipment in safe and reliable operating conditions; the contractor is responsible for determining the number of mechanics and helpers necessary to provide routine preventative maintenance and repair services.

- A. The contractor must furnish the following, including but not limited to: all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment, parts, trouble call service, testing, reports, and lubricants necessary to provide complete preventative maintenance, adjustments, repairs and replacements for the complete vertical transportation systems described herein.
- B. Vertical transportation systems covered by this specification are classified as passenger elevators, handicap lifts, freight elevators, theater pit lift, and dumbwaiters.
- C. Any work not specifically mentioned in the solicitation, which is needed to make the maintenance complete within the intent of this contract, shall be performed by the contractor without additional cost to the University.
- D. Repair services shall be invoked at the University's request approximately 8 hours after the preventative maintenance staff is unable to make the necessary repairs.
- E. Ownership: it is understood that the contractor will not assume possession of or control of any part of the equipment but that such equipment remain the property of the State.
- F. Additional work may be requested of the contractor. USC reserves the right to add, delete, revise and expand services in response to changing requirements. Such modifications will be executed using a written contract change order with negotiated adjustments to contract amounts.

The Contractor agrees by submitting a bid 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.

The Contractor shall submit a written identification and notification of the contractor's representative including name, title, mailing and email addresses, 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 of South Carolina Upstate point of contact is notified in writing immediately.

## **COMMUNICATIONS**

- A. Contractor must provide radio or other communication plan to accommodate communication facilities on a 24-hour per day, 365 days a year basis so that its staff can be reached and assured of a timely arrival at the site within the timeframe stipulated herein.

## **EQUIPMENT INSPECTION**

- A. Bidder agrees that by his own inspection, he has found all elevators covered by this contract to be in suitable condition (meeting original manufacturer's standards and/or updated or renovated to meet current applicable codes) for him to accept them under the terms of the maintenance contract. Contractor; therefore, will not claim at any time during the life of the contract, extra charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract.
- B. Should any of the equipment require repairs to place them in an acceptable condition so that the Contractor can under take steps to perform full maintenance at the contract price quoted, the Contractor shall submit a detailed description of the extra work and its price with its bid. The estimate must show a detailed list of material and labor, margin of sales, and no extra charge or pro-rating of equipment under the service contract will be allowed for these or any other repairs after the regular contract service is inaugurated. If in the opinion of USC such repairs are necessary, the contractor may be required to perform all or part of the repairs necessary to establish a maintenance contract for the elevators. However, USC reserves the right to have identified repairs performed by another party prior to turning the elevators over to the contractor.

## CONTRACTOR'S DUTIES

- A. Contractor shall perform, coordinate and complete the requirements of the contract, in cooperation with any other contractors or trades then doing any work at the University, promptly, diligently, and in a good workmanlike manner to the full and complete satisfaction and acceptance of The University. Contractor shall perform the requirements of the contract in a manner that will not impede or obstruct the ongoing business activities of any occupants at the University.
- B. Contractor shall guarantee that a member of their supervisory personnel regularly engaged in inspection and supervision will visit each unit at least quarterly to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The contractor's supervisor shall schedule each visit with, and be accompanied by, the University Representative.
- C. Contractor agrees that, in the event of any vertical transportation equipment related accident of any kind, such as an injury to employee or public, fire, unwanted fire alarm/detector activation, major mechanical damage/failure during equipment servicing, etc., Contractor will immediately notify the University's Representative and soon thereafter furnish a full written report of such accident.
- D. Contractor shall provide minimum routine servicing of equipment on a regular basis for traction and hydraulic elevators. This shall include weekly, monthly, semi-annual and annual maintenance as called for in Appendix A of Section IX of the solicitation and requirements of the State of South Carolina. Time expended on routine service shall consist of examination, minor adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service and provided as a responsibility of the Contractor repair team. The contractor will be responsible for immediately maintaining any updates or renovations that the University contracts with it to do.
- E. Contractor shall perform all preventive maintenance, lubrication, cleaning and adjusting shall meet the standards established by the original manufacturer or at intervals dictated by the use of the equipment. Contractor will not limit the servicing requirements necessary to maintain this equipment in safe and top operating condition but shall at a minimum meet the requirements listed in Appendix A of Section IX of the solicitation.
- F. Should conditions warrant, Contractor shall immediately repair or replace any and all components of the equipment to maintain safe operating conditions. When such work is determined not to be the Contractor's responsibility, Contractor shall notify the University Representative for further action, with the exception of a safety or potential safety situation in which case the Contractor shall take immediate corrective action.
- G. Contractor is responsible for the preventive maintenance, repair and replacement of all

vertical transportation equipment, except for those items listed under Exclusions. Contractor agrees that any work not specifically excluded and determined by the University to be in need of repair including repair or replacement will be performed to the University's standard.

- H. Contractor shall maintain the machine rooms, hoistways, pits, car tops and the equipment in or on these areas in a clean condition. Contractor shall paint the equipment as needed to maintain a professional appearance, prevent rusting, and preserve the equipment.
- I. Contractor shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons located on the University's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair any damage that it, its employees or agents may cause to the University's premises or equipment; on Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University promptly for the cost of repair.
- J. 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 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.
- K. The contractor by executing this contract acknowledges full understanding of the extent and character of the work required and the condition surrounding the performance thereof. The contracting agency 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 its stated commitment to fulfill all the conditions referred to in the contract.
- L. Contractor shall perform the requirements of the contract complying with the University's Landscaping and Parking Policy, Motor Vehicle use Policy, Tobacco Free Campus Policy, and all other applicable University Policies. Contractor shall adhere to standards as regulated by OSHA, EPA, DHEC, LLR, and other regulatory agencies. Additionally, contractor shall submit their operational safety plan for approval prior to commencing work, including a specific plan for major repairs and modernization projects covered under the scope of this contract.

## HOURS AND MANNER OF WORK

- A. All preventive maintenance, repairs, routine adjusting and service procedures will be performed during regular working hours of regular working days of the elevator trade, five (5) days per week, Monday through Friday. Regular hours are from 8:00 A.M. to 5:00 P.M. with one hour for lunch. Should shift work be required to complete an approved project, the second shift will start no later than 4 p.m. and cease no later than 12:00 midnight. Shift work will not be authorized for Saturday, Sundays, or holidays unless approved by the University Representative.
- B. The appropriate University Representative shall be notified prior to removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.
- C. Elevator maintenance personnel assigned by the Contractor to perform preventive maintenance must report in daily at the beginning of each regular workday and report-out daily at the completion of the workday with the University Representative dispatcher.
- D. Elevator mechanics shall remain in contact with the Facilities Management Department while on campus. Should the elevator mechanic be required to leave the campus for any reason, the mechanic is to notify the Facilities Management Department at the time of his departure and return.
- E. All maintenance personnel daily time tickets (service slips) shall be signed by the University Representative at the end of each day and/or visit. Time tickets shall reflect all activities of work accomplished by each mechanic and/or helper identifying tasks completed by building and elevator number. A copy of daily time tickets shall be submitted to the University at the end of each week and they must be clearly written and legible in order to be accepted. "Electronic submissions are acceptable".
- F. Call back service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator trade. In the event a call back during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job. Except as otherwise noted in this Agreement Contractor may bill the University for the bonus portion of labor for overtime hours which is to include all travel time and other incidental expenses. All overtime entrapment trouble calls are to be made by the Contractor at no cost to the University.
- G. All trouble calls reported to Contractor's dispatch center by 4:30 pm on regular working days/hours shall be responded to during the same day at no additional cost to the University
- H. In the event an elevator is shut down with trapped passengers, Contractor shall guarantee 30 minutes response time during 7:00 a.m. to 5:00 p.m., Monday – Friday

when the University is in session, and one (1) hour response time from 5:00 p.m. to 7:00 a.m. daily, weekends, and on holidays.

- I. In the event an elevator is shut down without trapped passengers, Contractor shall guarantee 30 minute response time during 7:00 a.m. to 5:00 p.m., Monday – Friday, and two (2) hour response time from 5:00 p.m. to 7:00 a.m. daily, weekends, and on holidays. “Response time” means that the contractor technician will be on site ready to work within the time stated – from the time the call is received by the contractor until the time the technician will be on site ready to work.

## **EXCLUSIONS**

The following work is excluded from this contract and is not the responsibility of Contractor.

- A. Power supply feeders, switches and fuses, unless the Equipment causes such failure.
- B. Repair or replacement of products of combustion detectors for fire recall.
- C. Car enclosure finishes and lighting lamps; hoistway enclosures; hoistway door panels and frames.
- D. Buried cylinders and buried piping.
- E. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. Contractor shall obtain The University Representative’s written approvals prior to repairing vandal related problems. Payment will not be made for any unauthorized work.
- F. New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other governmental authorities.

## **PERFORMANCE**

- A. General: The Contractor shall maintain the original contract speed in feet per minute and the performances for elevators as indicated under “Basic Performance Requirements.”
  1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.
  2. If, in the Contractor’s opinion, the equipment is inherently designed so that it unable to meet these criteria, the Contractor shall so state, in writing.
  3. If there are no exceptions taken, performance shall be provided as specified hereinafter.



- B. Basic Performance Requirements: Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life (term) of the Agreement (contract).
- C. Operating Characteristics:
  - 1. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
  - 2. Full speed riding shall be without swaying or vibration.
  - 3. Elevator and door operation shall be quiet.
  - 4. Stop made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.
  - 5. Door pressure shall be maintained below 30 pounds in closing and not exceed code allowable kinetic energy forces.
- D. Group Supervisory Systems: Maintain group control systems operating at design criteria for the life (term) of the maintenance Agreement (contract).

**Individual Elevator Performances: Maintain performance requirements as follows:**

- 1. Maintain accurate leveling of  $\pm 1/4"$  for Traction and Hydraulic Elevators under all loading conditions.
- 2. Contract speed shall not vary by more than 10% for hydraulic and open loop motor control systems and 3% for closed loop motor control systems under any loading condition.
- 3. Start-To-Stop Times based on a typical 12'-6" floor height:
  - (A) Gearless Elevators: 4.5 to 5.0 seconds
  - (B) Geared Elevators:
    - (a) 200-300 FPM: 6.5 to 7.0 seconds
    - (b) 350-450 FPM: 5.5 to 6.0 seconds
  - (C) Hydraulic Elevator: 12.0 to 13.0 seconds
    - (a) Door Open Times: Based on Standard Steel Doors, 8'-0" Maximum Height.
    - (b) 3'-6" Center Opening: 1.6 to 2.2 seconds
    - (c) 4'-0" Center Opening: 2.0 to 2.5 seconds
    - (d) 4'-0" Two Speed: 2.8 to 3.3 seconds
    - (e).Door Standing Times:
    - (f) Car Call: 5.0 to 6.0 seconds
    - (g) Hall Call: 5.0 to 8.0 seconds
    - (h) Door Close Times: Minimum without exceeding kinetic energy and closing force allowed by Code.

## **SPECIAL TESTS**

- A. Fire service, emergency telephone service, emergency car lights, and alarm bells shall be tested and documented every month on a log sheet that the contractor will maintain posted in the elevator machine room to verify proper operation per code. Additionally, The University will test the standby emergency power operation periodically and, if elevator system fails, Contractor shall make corrections and retest.
- B. The Contractor shall examine periodically the car safety devices and governors and conduct an annual no load test and five-year full load test. If required, the governor shall be recalibrated and sealed for proper tripping speed. The University Representative shall witness these tests and a written report shall be furnished indicating the results of such test. All testing shall conform to the requirements of ASME A17.1, A17.2.1, A17.2.2, A17.2.3 and/or local code testing requirements.
- C. Hydraulic elevators shall have a load test performed during the term of this contract or more often if required by applicable law, ordinance or regulation but no less than every five years. The test and report shall conform to the requirements of the local enforcing authority with the test witnessed by the University Representatives.
- D. Contractor shall create a form for each car describing tests and deliver a signed copy at the end of each month to the University Representative after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
- E. Contractor shall accompany and assist the local jurisdictional authority and/or elevator inspectors, when the annual state/LLR required inspections are conducted. Contractor shall take all corrective action to correct deficiencies cited to obtain operating permits at no additional charge to the University.

## **HOUSEKEEPING**

- A. Within the first three (3) months this contract is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops, controller interiors including filters and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closers shall be cleaned, lubricated and adjusted. Continued cleaning must be ongoing and at the minimum intervals required in Appendix A of Section IX of the solicitation.
- B. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound. The Contractor shall keep the elevator machinery rooms clean.
- C. All debris such as wiping rags, empty oil cans, trash from pits, etc., shall be promptly removed by the Contractor.

## **STOCK OF MATERIALS**

- A. Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in rated metal cabinets. All cabinets and containers to be provided by Contractor and become the property of the University.
- B. In addition, keep on the premises or in a warehouse within fifty (50) miles of the project or reasonably obtainable within 24 hours:
  - 1. One set of motor brushes and holders for each type of motor and generator.
  - 2. One door operator motor of each type used.
  - 3. Hanger sheaves for car and hoistway doors.
  - 4. Two complete door interlocks.
  - 5. One set of generator bearings for each type of generator.
  - 6. One set of brake linings for each type of brake.
  - 7. Parts for door protective devices.
  - 8. Power supplies.
  - 9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown of any elevator.
  - 10. Cylinder head packing and pump motor belts.
  - 11. Solid-state motor drive components.
  - 12. One spare control board of each type installed.
- C. Contractor acknowledges that the University will not accept crossing elevator equipment and parts with other manufacturers unless Original Equipment Manufacturer (OEM) has discontinued an item or The University can be shown improvement in a proposed modification or addition. Some parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall products, may be acceptable if said part is the same in character and approved by the University. Some nationally recognized manufacturers duplicate relays, selector parts, coils, rollers, etc. and the University may recognize these proven suppliers as equal, so long as the product matches the existing part and Contractor obtains the University's consent prior to installing such parts.

## **WIRING DIAGRAMS**

- A. A complete set of all wiring diagrams for the elevator systems covered under this Agreement (contract) shall be maintained in their respective machine rooms. All changes in circuitry made by the Contractor shall be properly recorded on University copies and machine room copies of diagrams including date of change and name of person making same. The wiring diagrams are the property of the University and are to remain in the respective machine room.

## **SCHEDULES, RECORDS AND LOGS**

- A. Contractor shall provide a work schedule for each machine room.
- B. These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Agreement. However, in no case shall the schedule be less than for the duration of the Agreement or the minimum requirement of on-site routine servicing man-hours indicated herein.
- C. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall meet the standards established by the original manufacturer and be performed in accordance with schedules submitted by the Contractor.
- D. Schedules posted in machine rooms shall be of the chart type, which shall be initialed by the technician and supervisor when each scheduled inspection is performed.
- E. Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the equipment rooms at each location. In addition to the specified machine room log, Contractor's technician or supervisor shall log in and out of each facility/building on each and every visit with the Facilities Management Department. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of the University.
- F. The University Representative must approve all forms required for the above schedules, monthly work sheets, call back records and performance reports.

## **REPORTS**

- A. Monthly reports: At the end of each month, but no later than five (5) working days beyond the month, Contractor shall submit the following reports to the University Representative. Failure to provide such reports shall call for the consideration of termination under the standard termination clauses of this contract. Electronic submissions are acceptable.
  - 1. Activity Report: An overview of the month's routine maintenance activities identifying the overall condition of the equipment, areas of concern, problematic conditions, usage of the equipment that may reduce the longevity of major components and recommendations for any corrective action that is outside the scope of this Agreement (contract) along with estimated costs.

2. **Trouble Call Report:** A detailed report of all trouble calls that occurred during the month that identifies the building and equipment number, the time and nature of the call, who placed the call, the time the Contractor arrived in answer to the call, the condition of the equipment upon arrival, work performed to correct the condition and the time the Contractor departed. This report shall identify if the callback was covered under the terms of this contract or if it was an additional billable call.
  3. **Test and Inspection Reports:** A summary report of all equipment receiving special tests during the month with a detailed back-up of the test results. This includes, but not limited to, fire service testing, safety testing, hydraulic pressure tests, standby emergency power testing and safety inspections performed by the local enforcing authorities.
- B. **Supervisors Reports:** At the end of each quarter, but no later than five (5) working days beyond the quarter, Contractor's supervisor shall submit the following information in a report to the University Representative. Failure to provide such report shall be under consideration of termination within the standard termination clauses of this contract. Electronic submissions are acceptable.
1. Evaluation of the overall preventative maintenance being performed by Contractor's employees.
  2. Confirmation that supervisor visited each piece of equipment; reviewed machine room maintenance logs and signed such.
  3. Report on the planned activities and schedules over the next quarter with regard to repair work that will be required causing equipment to be removed from service.
  4. Any recommendations that will improve the overall operation or extend the remaining useful life of the equipment.
  5. Annual condition report with estimated cost and capital replacement needs.

## **PERFORMANCE GUARANTEE**

- 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 monthly 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.
- B. Contractor must be on site within one (1) hour of call for individuals trapped in elevator.
- C. If the Contractor does not respond in the time frames listed under "Trouble Calls", the following month's billing will be credited in the amount of \$500 for each extended trouble call.
- D. If during 30 consecutive days, The University experiences three (3) call backs on the same unit for the same problem, the monthly maintenance cost of that unit will be

credited to the next monthly billing.

- E. No penalty shall be assessed under items A. or C. above if damage is caused by vandalism or any other cause except normal wear and tear.
- F.. 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 bidders will have the right to inspect the equipment, review the State Elevator Inspection Report 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 Report shall be excluded from this list. This list shall be submitted to USC Purchasing with the bidder's bid, and if in the opinion of USC 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, USC 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. **THE UNIVERSITY'S RIGHT TO AUDIT QUALITY OF MAINTENANCE**

- A. The University Representative may elect to have specific elevators evaluated and tested in accordance with "Special Tests" and witnessed by a neutral party. The Contractor shall provide the necessary manpower, tools, instruments, test weights, etc. as required without additional cost to The University Representative to conduct the tests not more frequently than annually.
- B. The University may retain the services of an independent elevator consultant to evaluate the elevator performance covered under this Maintenance contract. These evaluations may be made on a yearly basis during the course of this contract.
- C. The elevator consultant will issue the results of these evaluations to the University. If non-compliance items are included in the report, The University's Representative will issue a punch-list to the Contractor who shall correct those items within thirty days. If the Contractor contends that certain punch-list items are not required or not his responsibility, he may appeal to the University in writing. Upon review, the University's determination will be final. If punch-list items are not corrected within thirty days, The University may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to the Maintenance Contractor (contractor).
- D. Contractor acknowledges that the University will not accept crossing elevator equipment and parts with other manufacturers unless Original Equipment Manufacturer (OEM) has discontinued an item or the University can be shown improvement in a proposed

modification or addition. Some parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall products, may be acceptable if part is the same in character and approved by the University. Some nationally recognized manufacturers duplicate relays, selector parts, coils, rollers, etc. and the University may recognize these proven suppliers as equal, so long as the product matches the existing part and contractor obtains the University's consent prior to installing such parts.

## **CANCELLATION**

- A. If, during the term of this contract, contractor violates any of the provisions of the contract or fails to properly provide the services required by this contract the standard termination clauses may apply.
- B. If during the term of this contract, the University contracts for the modernization of any equipment with contractor or any other contractor, the University may remove the subject equipment as well as any other equipment within the same building from this contract by giving the contractor thirty (30) days written notice. Contractor shall deliver to the University complete sets of as-built and as-modified electrical control wiring diagrams and diagnostic equipment required for the proper preventive maintenance of the equipment. The University may re-instate this equipment under this contract upon completion of the modernization.
- C. Upon termination of this contract, contractor agrees to take action reasonably necessary to cause an orderly transition of the services to another contractor without detriment to the continued operation of the facilities. Contractor shall immediately deliver to the University all reports, records, inspections, wiring diagrams, diagnostic tools and other materials and documentation required for the proper maintenance of the equipment.

## **NOTICES**

Any day-to-day activities which require notice, request, consent, approval or communication with either party shall be in writing and shall be served personally to the other party. Notices shall be delivered by independent messenger or courier service, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below.

- A. Either party may change its address by written notice to the other party complying with the above paragraph.
- B. Notices delivered personally will be effective immediately upon delivery to an authorized representative of the party at the designated address; notices sent by independent messenger or courier service will be effective one (1) day after

acceptance by the independent service for delivery; notices sent by mail in accordance with the contractor will be effective two (2) days after mailing.

- C. Contractual changes to this contract are only valid by contract amendments issued by the USC Purchasing Department.
- D. USC Upstate Representative: Kent Orr (864) 503-5500  
University of South Carolina Upstate  
Facilities Department  
155 American Way  
Spartanburg, SC 20303
- E. The purchase of elevator materials, repair work, or renovation work from the contractor is immediately covered under regular elevator maintenance. This clear relationship between elevator work and maintenance is generally in the state's interest. This section will be used only as elevator projects become funded.
- F. Materials for updates, repairs or renovations not covered by the contract may be purchased from the contractor. The material will be purchased on the contractor's actual cost plus a fixed profit percentage. The contractor will be responsible for recommending and/or specifying materials and acceptable substitution for projects. The contractor must have a purchase order from the University and approval by the University prior to buying anything billable to the State.
- G. When a project starts, a completion date (defined as all elevators included in an individual project pass State elevator inspection) will be determined based on the contractor's proposed schedule. Liquidated damages will be assessed at the rate of \$500.00 (five hundred dollars) per calendar day the completion date is passed.
- H. The University reserves the right to purchase material and labor outside of this contract for elevator work as determined by the University as stated herein.

## **PERSONNEL**

- A. Trained maintenance and repair personnel, directly employed and supervised by the contractor, shall perform all services. The contractor's supervisor shall have a minimum of ten (10) years elevator maintenance experience and the mechanic shall have a minimum of seven (7) years elevator maintenance experience and be certified. A mechanic, at a minimum, shall perform all work. Helpers shall have 3 (three) years of experience and may not work alone but may assist the mechanic as needed. In the event that the University becomes dissatisfied with the performance of any persons assigned to perform the services under this contract, contractor agrees upon request from the University Representative, to assign other qualified personnel to perform these contractual services.



- B. Contractor agrees that, at all times, the employees of contractor furnishing or performing any services shall do so in a proper, workman-like, and dignified manner, wearing uniforms which shall be neat, clean, shirts tucked-in, well-pressed, and in good condition. All contractor employees must have name tags clearly displayed on their uniforms and have company photograph identification cards in their possession when performing duties on the University campus.
- C. Contractor shall furnish each mechanic and helper a cellular phone based on the University's current cell phone system. The contractor will give the University the cellular phone numbers of on campus mechanics and helpers and after hour emergency contact personnel.
- D. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. Contractor shall also provide sufficient back-up in times of staff shortages due to vacations, illnesses, and inclement weather.

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006)**

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

#### **IV. Information For Offerors To Submit**

##### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL**

You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

##### **ADDITIONAL INFORMATION**

1. References - Provide a minimum of five (5) references demonstrating your firm's experience in performing same or similar services required in Section III. Scope of Work / Specifications of the solicitation. List South Carolina contacts first Include name, title, complete address and telephone number(s), and current email address of contact person for each reference you provide.

**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? ☐ Yes ☐ NO

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

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ 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? ☐ Yes ☐ 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.)

## **V. QUALIFICATIONS**

### **QUALIFICATION OF OFFEROR (MAR 2015)**

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions."

### **SUBCONTRACTOR – IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the 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 contact and evaluate your proposed subcontractors.

## **VI. Award Criteria**

### **AWARD BY LOT (JAN 2006)**

Award will be made by complete lot(s).

### **AWARD CRITERIA – BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s).

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror.

### **UNIT PRICE GOVERNS**

In determining award, unit prices (Monthly Prices) will govern over extended prices (Yearly Prices) unless otherwise stated.

## **VII. Terms and Conditions - A. General**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final

acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

#### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

#### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in

or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

**EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015)**

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

**NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

**NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.



**PAYMENT & INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

**PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and

obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

#### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

#### **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

## **VII. Terms and Conditions - B. Special**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

### **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the

State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

#### **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

#### **DEFAULT – SHORT FORM (FEB 2015)**

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**HIPAA LAW**

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: <http://www.sa.sc.edu/shs/hipaa/>

**ESTIMATED QUANTITY - UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

**ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

**INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights

or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

#### **INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)**

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such action is brought by a third party or an Indemnatee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnatee must notify contractor in writing within a reasonable period of time after Indemnatee first receives written notice of any action. Indemnatee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnatee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnatee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnatee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnatee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnatee or otherwise adversely affect an Indemnatee. Indemnatee's consent is necessary for any settlement that requires Indemnatee to part with any right or make any payment or subjects Indemnatee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnatee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**ITEM SUBSTITUTION**

No substitution will be allowed on purchase orders received from departments without permission from the Purchasing Department.

**MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**OWNERSHIP OF DATA & MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State.

**PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved,



a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

#### **PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

#### **PRICING DATA – AUDIT – INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer’s request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

#### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the

procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

### **PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT**

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

### **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units’ designated receiving site, or other location, as specified herein. (See Delivery clause)

### **SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference.

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of **1 year**, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)**

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 **120 days** prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

**TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State,

using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BID SCHEDULE SERVICE CONTRACTS

#### Lot 1: Items 1-18

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
1	3	Passenger	ThyssenKrupp – Administration Building Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
2	2	Passenger	Otis – Library Classroom Building Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
3	2	Passenger	Dover – Hodge Center Lobby Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
4	3	Passenger	Dover – Hodge Center Rear Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
5	3	Passenger	Dover – Media Center Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

tem	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
6	4	Passenger	Dover – Horace C Smith Building Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
7	3	Passenger	Dover – Humanities & Performing Arts Center Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
8	3	Passenger	Schindler – Campus Life Center – Lobby Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
9	3	Passenger	Schindler – Campus Life Center – Rear Hall Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
10	5	Passenger	ThyssenKrupp – Palmetto House Lobby Right Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
11	5	Passenger	ThyssenKrupp – Palmetto House Lobby Left Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
12	2	Pit Lift	Dover - Humanities & Performing Arts Center - Orchestra Pit Lift Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
13	3	Passenger	Otis - Health Education Complex – Nursing Wing Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
14	4	Passenger	Otis - Health Education Complex – Wellness Wing Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_



Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
15	2	Passenger	Otis - Health Education Complex – Bookstore Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
16	5	Passenger	Otis - Magnolia House – lobby Right Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
17	5	Passenger	Otis - Magnolia House – lobby left Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Item	# of Stops	Type of Service	Description	Monthly Price	Yearly Price
18	3	Passenger	ThyssenKrupp - George Dean Johnson College of Business (located in downtown Spartanburg) Monthly Service Cost per Specifications	\$	\$

Resident Contractor Preference \_\_\_\_\_

Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

**Note: 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 \$500,000. [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.**

**Grand Total Cost (Lot 1: Items 1-18)                      = \_\_\_\_\_**

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST**

The following documents are attached to this solicitation:

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY  
OFFEROR'S CHECKLIST  
CONTRACTOR'S QUALIFICATION STATEMENT  
APPENDIX A

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>.

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: [https://dor.sc.gov/forms-site/Forms/I312\\_05182015.pdf](https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf).

# OFFEROR'S CHECKLIST

## *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.  
You do not need to return this checklist with your response.

**CONTRACTOR'S QUALIFICATION STATEMENT**  
**Must be Submitted with Bid**

- A. The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an elevator contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein. In order to demonstrate that the contractor can properly fulfill all of the services and conditions of this agreement, Bidder shall supply the following information with their bid to the University.
- B. Contractor's Name: \_\_\_\_\_
- C. Local Address: \_\_\_\_\_
- D. Contractor's License No. \_\_\_\_\_
- E. Number of units under full maintenance service within 25 mile radius of this project:  
Elevators:     Hydraulic \_\_\_\_\_     Geared \_\_\_\_\_     Gearless \_\_\_\_\_
- F. Number of route mechanics and helpers regularly employed eight or more months per year in executing preventative maintenance within this area.  
Mechanics \_\_\_\_\_     Helpers \_\_\_\_\_
- G. Number of service vehicles in service: \_\_\_\_\_
- H. Number of qualified supervisors available for inspection: \_\_\_\_\_
- I. Number of repair crews (as distinct from maintenance mechanics) available for replacement and repairs: \_\_\_\_\_
- J. Location of nearest parts inventory warehouse:  
\_\_\_\_\_
- K. Location of service route responsible for this account \_\_\_\_\_  
  
Nearest Building Account \_\_\_\_\_  
  
Farthest Building Account \_\_\_\_\_
- L. Location for telephone contact from this account to report emergencies and routine service:  
\_\_\_\_\_
- M. Identify estimated average time to respond to emergencies:  
  
Normal Working Hours \_\_\_\_\_

Outside of Normal Working Hours \_\_\_\_\_

## Appendix A

### PREVENTATIVE MAINTENANCE SCHEDULE

The below listed schedule of preventative maintenance task for the vertical transportation equipment included in this contract represent a minimal scope. The maintenance contractor is to provide schedules and check charts that include this level of frequency and scope but are individualized to the equipment based on OEM recommendation and experience to provide the level of service and reliability represented in the contract.

#### Machine Room PM Task List Semi-Annual

- ☐ Cover Smoke Heads
- ☐ Clean excess oil, lubricants, etc.
- ☐ Blow out Controllers with canned air
- ☐ Vacuum Carbon Dust
- ☐ Sweep Rooms
- ☐ Wipe down Controllers &:
  - ☐ Observe the operation of equipment while elevator is in normal operation.
  - ☐ Check for signs of excessive heat, noise or dirt in panel or on electrical devices and control boards.
  - ☐ Inspect Controller Connections & Devices (electrical devices for signs of arcing, shorted or burned contacts.
  - ☐ Inspect/Replace Controller Filters
  - ☐ Inspect operation of line starters for arcing or contact wear.
  - ☐ Examine relays for proper air gaps, spring pressures, worn or pitted contacts and defective shunts or coil insulation
  - ☐ Check all moving parts for free movement. Adjust setscrew to set air gaps on relays as required
  - ☐ Shut down equipment and check as follows:
    - ☐ Verify cabinet and wiring is properly grounded
    - ☐ Verify all fuses are of proper size
    - ☐ Tighten all wire connections associated with controller
- ☐ Wipe down Machines &
  - ☐ Observe while elevator is in normal operation.
  - ☐ Inspect Brushes and clean brush harness
  - ☐ Check Gear Oil Level and Condition – replace or refill as needed
  - ☐ Check Thrust Bearings (touch test)
  - ☐ Inspect Gear for signs of wear
  - ☐ Check fittings and seals for leaks and wear
  - ☐ Inspect drive sheave with straight edge for wear, tighten bolts, seal leaks and lubricate.
  - ☐ View ropes for condition & follow up in hoistway PM. Oil ropes as recommended by OEM to prevent rust.
  - ☐ Inspect, adjust and clean Brake



- ☐ If Hydraulic Elevator:
  - ☐ Pump Unit
    - Remove covers and observe operation of unit in both up and down directions
  - ☐ Valve
    - Inspect for leaks
    - Verify that ports are properly locked down
  - ☐ Reservoir Tank
    - Inspect tank for leaks and proper cover fastening
    - Inspect hoses for leaks and tighten all clamps
  - ☐ Piping and Fittings
    - Inspect all pipe and fittings for leaks or ruptures
    - Verify piping has proper hangers and are fastened
- ☐ Check oil shut off valve for leaks and proper operation
- ☐ Inspect, service and clean Generator
- ☐ Inspect, service and clean Selector
- ☐ Ensure HVAC is operating properly and record temperature
- ☐ Empty Trash Cans
- ☐ Remove all flammables from Machine Room, unless they are in a Flammable Cabinet
- ☐ No storage within 18" from ceiling
- ☐ In Addition to Routine PM
  - ☐ Check faults with laptop
  - ☐ Mop floor
  - ☐ Paint floor if necessary
- ☐ Rope Safeties:
  - ☐ Examine safety shoes for worn, damaged or loose parts
  - ☐ Verify that shoes are not dragging and are properly aligned and are disengaged
  - ☐ Examine ropes for proper fastening at connections, worn, frayed or damaged ropes
- ☐ Replace burned out light bulbs
- ☐ Turn off lights

## Appendix A

### Machine Room PM Task List Monthly

- ☐ Cover Smoke Heads
- ☐ Clean excess oil, lubricants, etc.
- ☐ Blow out Controllers with canned air
- ☐ Vacuum Carbon Dust
- ☐ Sweep Rooms
- ☐ Wipe down Controller &:
  - ☐ Observe the operation of equipment while elevator is in normal operation.
  - ☐ Check for signs of excessive heat, noise or dirt in panel or on electrical devices and control boards.
  - ☐ Inspect Controller Connections & Devices (electrical devices for signs of arcing, shorted or burned contacts.
  - ☐ Inspect/Replace Controller Filters
  - ☐ Inspect operation of line starters for arcing or contact wear.
- ☐ Wipe down Machines &:
  - ☐ Examine drive sheave for loose bolts, leaking seals and lubricate.
  - ☐ Check hoist rope with straight edge for improper rope or sheave wear.
  - ☐ View ropes for condition & follow up in hoistway PM. Oil ropes as recommended by OEM to prevent rust.
  - ☐ As units stop, check that no noticeable backlash is evident.
  - ☐ Verify gear oil is at machine oil level gauge and fill as required.
  - ☐ Remove drive sheave inspection port and check that oil flows on gears as elevator moves.
  - ☐ Check Thrust Bearings (touch test)
  - ☐ Inspect, Adjust and Clean Brake
- ☐ If Hydraulic Elevator:
  - ☐ Pump Unit
    - Remove covers and observe operation of unit in both up and down directions
  - ☐ Valve
    - Inspect for leaks
    - Verify that ports are properly locked down
  - ☐ Reservoir Tank
    - Inspect tank for leaks and proper cover fastening
    - Inspect hoses for leaks and tighten all clamps
  - ☐ Piping and Fittings
    - Inspect all pipe and fittings for leaks or ruptures
    - Verify piping has proper hangers and are fastened
    - Check oil shut off valve for leaks and proper operation
- ☐ Ensure HVAC is operating properly, measure & record temperature
- ☐ Empty Trash Cans
- ☐ Inspect Overflow/Governor
- ☐ Give all Grease fitting, seals the touch test for excess heat

- ☐ If MG set:
  - ☐ Brushes and Holders
    - Inspect brushes for cracks, proper length, type and grade
    - Examine brush surface
    - Verify brush rigging is properly fastened and that spring tension is adjusted for snug fit
    - Inspect brushes for arcing
  - ☐ Commutators:
    - Inspect brushes for arcing during rotation
    - Stone and clean commutator as required
    - Examine machine oil for proper level
- ☐ Remove all flammables from Machine Room, unless they are in a Flammable Cabinet
- ☐ No storage within 18" from ceiling
- ☐ Replace burned out light bulbs
- ☐ Turn off lights

## Appendix A

### Car Top / Hoistway PM Task List Semi-Annual

- ☐ Verify TOC light operational
- ☐ Visually inspect operation of door operators, belts, roller guides (roller guides should be tight and snug to guide rails. The rollers should be in contact with the rails)
- ☐ Manually operate doors
  - Hoistway doors shall move freely and are self-closing. When the bottom of the hw doors are pulled apart, the space should not exceed 3/8" (adjust/replace upthrust rollers)
- ☐ Verify door opening is quiet and smooth with no noticeable jerking or relating problems.
- ☐ Verify doors open fully at each landing.
- ☐ Verify door sill is clean and remove all foreign materials
- ☐ Check interlocks, rollers (leveling), guide rollers
- ☐ Inspect Safety Edge for damage
- ☐ Verify proper operation of the electric photo light rays. Test operation by obstructing the beam, door shall reverse when beam is obstructed. Wipe Clean.
- ☐ Verify door-closing force does not exceed 30 FLB.
- ☐ Verify door-nudging circuit for a closing speed of ½ normal speed.
- ☐ Clean car gates
- ☐ Examine car gate switch
- ☐ Verify car gates fully close at center and have no door gaps at center or door bucks exceeding 3/8"
- ☐ Verify doors for pre-opening at floor stops. Car doors shall not begin to open until car is level
- ☐ Clean Hoistway (vacuum, dust, etc)
- ☐ Thoroughly clean safety edge. Verify proper operation
- ☐ Check all safety edge wiring harnesses for damage, proper fastening and excessive wear.
- ☐ Examine car, counterweight and governor ropes for wear and condition. re-rope if worn, undersized or rusted
- ☐ Check hoist rope tension and equalize as needed. Verify connection is properly shackled.
- ☐ Visually inspect traveling cables
- ☐ Inspect Astricals, Gibs
- ☐ Open control box and clean equipment
  - Verify that all wire connections are tight and inspect the PC board for evidence of overheating or damaged components
- ☐ Verify that control cams are tight on shaft. Clean cams and apply a light coat of grease to working surfaces
- ☐ Verify proper operation of TOC operating device and stop switch
- ☐ Examine door open and close limit switches
- ☐ Activate switches at the upper and lower landing to verify proper operation
- ☐ Activate bottom and top hoistway final limit switches to verify proper operation
- ☐ Ensure Hatch Doors are secure
- ☐ Inspect Deflector Sheave Bearings (touch test – heat)
- ☐ Turn off all Hoistway Lights
- ☐ Paint Car Tops where necessary

## Appendix A

### Car Top / Hoistway PM Task List Monthly

- ☐ Visually inspect operation of door operators, belts, roller guides.
- ☐ Manually operate doors
- ☐ Verify door opening is quiet and smooth with no noticeable jerking or relating problems.
- ☐ Verify doors open fully at each landing.
- ☐ Verify door sill is clean and remove all foreign materials
- ☐ Check interlocks, rollers (leveling), guide rollers
- ☐ Inspect Safety Edge for damage
- ☐ Verify proper operation of the electric photo light rays. Test operation by obstructing the beam, door shall reverse when beam is obstructed. Wipe clean.
- ☐ Verify door-closing force does not exceed 30 FLB.
- ☐ Verify door-nudging circuit for a closing speed of ½ normal speed.
- ☐ Clean car gates
- ☐ Verify car gates fully close at center and have no door gaps at center or door bucks exceeding 3/8"
- ☐ Verify doors for pre-opening at floor stops. Car doors shall not begin to open until car is level
- ☐ Clean Hoistway (vacuum, dust, etc)
- ☐ Thoroughly clean safety edge.
- ☐ Check all safety edge wiring harnesses for damage, proper fastening and excessive wear.
- ☐ Examine door open and close limit switches
- ☐ Inspect, clean and lubricate car and counterweight guides
- ☐ Check car fan motor for proper operation
- ☐ Activate switches at the upper and lower landing to verify proper operation
- ☐ Activate bottom and top hoistway final limit switches to verify proper operation
- ☐ Ensure Hatch Doors are secure
- ☐ Visually inspect traveling cables
- ☐ Inspect Astricals, Gibs
- ☐ Ensure Hatch Doors is secure
- ☐ Inspect Deflector Sheave Bearing (touch test – heat)
- ☐ Turn off all Hoistway Lights

## Appendix A

### Elevator Pit PM Task List Semi-Annual

- ☐ Place Barricades where necessary
- ☐ Activate pit light and pit emergency stop switch
- ☐ Enter pit and prop door open so that it will not fully close
- ☐ Install a support to prevent elevator from moving down
- ☐ Check for signs of water, oil, and note on discrepancy log
- ☐ Assure that sump grating is in place
- ☐ Clean excess oil, lubricants, etc.
- ☐ Dust/Vacuum Equipment
- ☐ Sweep Pit
- ☐ Inspect and Clean Buffers. Perform “hand test” of plunger return.
- ☐ Inspect Down Limits
- ☐ Inspect Compensation Ropes
- ☐ Governor tail sheave:
  - Verify mounting bolts are proper tightness and inspect for missing or loose parts
  - Inspect tail sheave for proper tension and sheave bearing and seals for good condition
  - Lubricate sheave
- ☐ Selector tape or cable sheaves:
  - Inspect stand and sheave for proper mounting and fastening
  - Inspect seals for leaks and bearings for noise
  - Verify sheave is aligned
  - Lubricate sheave and change tape felts if required
- ☐ If Hydraulic Elevator:
  - ☐ Piping and Fittings
    - Inspect all pipe and fittings for leaks or ruptures
    - Verify piping has proper hangers and are fastened
    - Check oil shut off valve for leaks and proper operation
- ☐ Replace burned out light bulbs
- ☐ Activate stop switch
- ☐ Remove barricades
- ☐ Return car to normal operation
- ☐ Paint Pits where necessary
- ☐ Turn off lights

## Appendix A

### Elevator Pit PM Task List Monthly

- ☐ Place Barricades where necessary
- ☐ Activate pit light and pit emergency stop switch
- ☐ Enter pit and prop door open so that it will not fully close
- ☐ Install a support to prevent elevator from moving down
- ☐ Check for signs of water, oil, and note on discrepancy log
- ☐ Assure that sump grating is in place
- ☐ Clean excess oil, lubricants, etc.
- ☐ Dust/Vacuum Equipment
- ☐ Sweep Pit
- ☐ Inspect Buffers
- ☐ Inspect Down Limits
- ☐ Inspect Compensation Ropes
- ☐ If Hydraulic Elevator:
  - ☐ Piping and Fittings
    - Inspect all pipe and fittings for leaks or ruptures
    - Verify piping has proper hangers and are fastened
    - Check oil shut off valve for leaks and proper operation
- ☐ Replace burned out light bulbs
- ☐ Activate stop switch
- ☐ Remove barricades
- ☐ Return car to normal operation
- ☐ Turn off lights

## Appendix A

### Elevator Indicator PM Task List Monthly

- ☐ Begin inspection of the car on the lowermost floor with the car in Independent Service
- ☐ Inspect car overhead lighting
- ☐ Press all buttons on the car's control panel, ensuring all illumination functions
- ☐ Clear car calls
- ☐ Ride car to the top floor, checking passing floor audible (# of audible shall equal # of floors)
- ☐ Ride car to the lowermost floor, checking car position indication
- ☐ Ride car up to each floor, listen for car direction signal
- ☐ On each floor, inspect car's floor leveling. Each floor stop should be within ¼" to even with the floor sill.
- ☐ On each floor, inspect door seals and remove debris
- ☐ On each floor, inspect Hall Lantern's illumination
- ☐ On each floor, inspect operation of hall call station's illumination.
- ☐ Check operation of each Car's safety edges, wipe edges with rag
- ☐ Test emergency alarm bell on main and/or auxiliary car panels
- ☐ Ensure proper signage is installed inside the car
- ☐ Ensure proper signage is installed in Lobby
- ☐ Note and report/repair any unusual noise or irregular condition.

#### Notes:

- All non-elevator equipment in Machine Rooms shall be noted on PM sheet for removal or removed.
- Note any discrepancies that take longer than 15 minutes to correct.
- Any problems encountered that require immediate attention and will affect your ability to complete the scheduled PM shall be noted with description of work required, along with amount of time needed to complete task.
- Any problems encountered that require attention, but can be scheduled at a later date, please note with description of work required, amount of time needed to complete task, and Elevator Outage information necessary.
- "Touch Test" refers to touching moving part to monitor excess heat and potential problems.