

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**IN THE MATTER OF: BID PROTEST**

**SCHINDLER ELEVATOR CORPORATION**

**v.**

**SOUTH CAROLINA BUDGET AND  
CONTROL BOARD**

**VERTICAL TRANSPORTATION  
MAINTENANCE  
SOLICITATION NO. 5400008436**

**BEFORE THE CHIEF PROCUREMENT  
OFFICER**

**DECISION**

**CASE NO. 2015-120**

**POSTING DATE: NOVEMBER 10, 2014**

This matter is before the Chief Procurement Officer (CPO) pursuant to a request from Schindler Elevator Corporation (Schindler), under the provisions of §11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review on the Vertical Transportation Maintenance bid for the South Carolina Budget and Control Board (B&CB). Schindler protests B&CB's posting of a Notice of Intent to Award a contract to Oracle Elevator Company. Pursuant to S.C. Code Ann. §11-35-4210(4), the CPO conducted an administrative review. This decision is based on the evidence and applicable law and precedents.

#### **NATURE OF THE PROTEST**

Schindler's protest is incorporated herein by reference and attached hereto as Exhibit A.

#### **RELEVANT FACTS**

1. B&CB advertised for bids for the project on September 3, 2014. [Ex. B]
2. Section III of Solicitation, "Scope of Work/Specification," requires the successful contractor to supply:

one (1) full time qualified elevator mechanic and one (1) full time four (4) year 80% elevator apprentice (helper) to be assigned to the Owner on a full-time basis (forty (40) hour week) Monday through Friday, 8:00 a.m. to 5:00 p.m., to perform routine preventive maintenance at the various properties listed in Part 5 of this SPECIFICATION.

[Ex. B, p. 12]

This Section also requires the contract to have "maintenance staff local to the Columbia area." [Ex. B, p. 25]

3. Section V of the Solicitation, “Qualifications,” requested the address of the contractor’s office and warehousing facilities [Ex. B, p. 28]
4. Section VII of the Solicitation, “Terms and Conditions – B. Special,” imposed a requirement that the successful bidder provide a performance bond in the full amount of the contract sum within ten days after award of the contract. [Ex. B, p. 35]
5. Oracle submitted the bid with the lowest bid amount and on October 17, 2014, the B&CB posted an Intent to Award statement awarding a contract to Oracle. [Ex. C]
6. On October 25, 2014, Schindler protested the award.

### DISCUSSION

Schindler’s protest can be broken down into five separate items of protest. They are in summary as follows:

1. Oracle cannot guarantee that it will be able to provide a “full time qualified elevator mechanic or an 80% elevator apprentice [*sic*]” because Oracle is a merit shop company whose employees are not members of the International Union of Elevator Contractors (IUEC);
2. Oracle does not have either an office or warehouse located in the State of South Carolina;
3. Schindler is not sure that Oracle can produce a sufficient performance bond; and
4. Oracle’s bid is unreasonably low.

Schindler’s first three items of protest are an attempt to attack the ability of Oracle to perform in accordance with the requirements of the Solicitation and as such constitutes an assertion that the B&CB’s determination that Oracle is a responsible bidder is erroneous.

Schindler has the burden of proving upon the preponderance of the evidence that the B&CB’s determination that Oracle was a responsible bidder is “clearly erroneous, arbitrary, capricious, or contrary to law.” *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3. The B&CB’s determination regarding responsibility is a matter of discretion that cannot be overturned absent a showing by Schindler that it is “clearly erroneous, arbitrary, capricious, or contrary to law.” *See Protest of CollegeSource, Inc.*, Panel Case No. 2008-4. Since agency decisions regarding responsibility are a matter of business judgment, Schindler must demonstrate a lack of reasonable or rationale basis for the responsibility

determination. *See Protest of Value Options, et al.*, Panel Case No. 2001-7. In its protest, Schindler fails to allege facts that, even if proved, would meet this burden of proof.

Schindler claims that Oracle is not responsible because its elevator technicians are not qualified because they are not members of the International Union of Elevator Contractors (IUEC). On the other hand, the B&CB was satisfied with the qualifications of the technicians Oracle identified in its list of “Field Employees, Supervisors and Key Personnel.” [Ex. D] Schindler’s position assumes that only a union shop operation is qualified. However, nothing in the solicitation required the employees to be members of the IUEC or that bidders be union shop operations and to impose such a requirement would have been contrary to the policy of this state. S.C. Code Ann. § 8-15-70 (Supp. 2013). Moreover, lack of union participation by itself is not sufficient to establish that Oracle’s employees are not qualified to maintain elevators and that the B&CB’s determination of responsibility is “clearly erroneous, arbitrary, capricious, or contrary to law.”

Schindler also claims Oracle is not responsible because it does not have an office or a warehouse in South Carolina. In support of this claim, Schindler appends a screen shot of Oracle’s website indicating its offices are in Ohio, Kentucky, and Tennessee. This screen shot omits the portion of the screen showing an office located in Charlotte, North Carolina. In fact, Oracle’s Charlotte Office submitted Oracle’s bid and as required by the solicitation, Oracle provided the address of this office and a warehouse located in Charlotte from which Oracle intended to support the contract. The B&CB was satisfied with this information and was satisfied that the location of Oracle’s warehouse and office was sufficiently local to support the contract. Moreover, nothing in solicitation required that bidders maintain an office and warehouse in South Carolina.<sup>1</sup> There is simply nothing in the protest that could establish the B&CB’s satisfaction with the location of Oracle’s office and warehouse in Charlotte is “clearly erroneous, arbitrary, capricious, or contrary to law.”

Schindler also questions the ability of Oracle to provide a performance bond and request a review of that ability. A question in the mind of Schindler’s representative is not evidence. A requirement of the solicitation is that after award of a contract Oracle must provide a performance bond in the full amount of the contract. This is a contractual requirement and like any other performance requirement in a contract (such as maintaining elevators) is a matter of contract administration, not award.

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<sup>1</sup> Charlotte, North Carolina is closer to Columbia, South Carolina than many locations in South Carolina such as Charleston, Greenville, and Myrtle Beach.

Finally, Schindler argues that Oracle's bid is unreasonably low. Whether a bid is reasonable is a matter for the procurement manager to decide. Reg. 19-445.2070(E). A protest that the low bidder's price is unreasonably low fails to state a claim. A bidder is not aggrieved by the simple fact that another bidder underbid him. This is a part of doing business in a competitive market.

**DETERMINATION**

B&CB's determination that Oracle was a responsible bidder was made in accordance with the requirements of the Solicitation. Schindler has alleged no facts that would establish that determination was "clearly erroneous, arbitrary, capricious, or contrary to law." The protest is therefore denied.

  
\_\_\_\_\_  
John St. C. White  
Chief Procurement Officer  
For Construction

10 Nov 14  
\_\_\_\_\_  
Date

Columbia, South Carolina

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised October 2014)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 108.1 of the 2014 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1105 Pendleton Street, Suite 202, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

---

1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**

Ex. A

**White, John**

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**From:** Protest-MMO  
**Sent:** Saturday, October 25, 2014 10:36 PM  
**To:** \_MMO - Procurement; Shealy, Voight; Skinner, Gail  
**Subject:** FW: State of South Carolina - Protest - Solicitation 5400008436

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**From:** zachary.treadway@us.schindler.com  
**Sent:** Saturday, October 25, 2014 10:35:29 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Protest-MMO  
**Cc:** zachary.treadway@us.schindler.com; matt.davis@us.schindler.com; Craig, Kimber  
**Subject:** Fw: State of South Carolina - Protest - Solicitation 5400008436

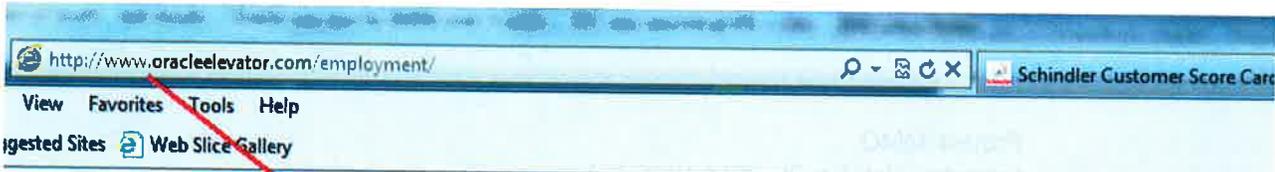
Kimber - I am protesting the award of the solicitation - 5400008436

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". [Section 11-35-4210] [02-2A085-1]

The main reason is located in the solicitation Part 1.01 - Where the State Required... This SPECIFICATION requires one (1) full time qualified elevator mechanic and one (1) full time four (4) year 80% elevator apprentice (helper) to be assigned to the Owner on a full-time basis (forty (40) hour week) Monday through Friday, 8:00 a.m. to 5:00 p.m., to perform routine preventive maintenance at the various properties listed in Part 5 of this SPECIFICATION. The intent of this SPECIFICATION is to eliminate unnecessary equipment shutdowns and maintenance related callbacks through routine preventive maintenance.

The company that has been awarded the solicitation 5400008436 doesn't take part in the International Union of Elevator Contractors (IUEC). Which has set the standard across the country as the only place to hire and use for qualified elevator technicians. The IUEC is a four year appreciation program which entails on the job training, Eight (8) semesters of class room training, safety training, electrical training, welding training, and comprehensive exams. Since the awarded contractor doesn't take part in this program there will be no way that the awarded contractor can guarantee the full time qualified elevator mechanic or an 80% elevator apprentice.

This print screen was taken right from the awarded contractor's website that states the type of elevator technicians they use for their customers. As such, this is not the quality of a qualified technicians that are hired and used for qualified elevator mechanics that come through the IUEC.



If you are interested in learning more about employment opportunities within the company, please email your resume and/or completed application to [pattie.welch@oracleelevator.com](mailto:pattie.welch@oracleelevator.com), or fax to 850-526-8171 Attn: Pattie Welch.



## ELEVATOR TECHNICIAN

Location: Various

**Summary of job:** Technically proficient individual to install, repair and modernize elevators. AND/OR Technically proficient individual to perform preventive maintenance and troubleshooting of elevators on maintenance contract service.

**Compensation:** Hourly wage depending on experience and proficiency. Company vehicle may be provided for job.

**Experience:** Candidates with electrical/mechanical experience. Prior elevator experience a plus. Also, aircraft maintenance or military background a plus.

This print screen is taken from the awarded vendor's website. There is no office located in the state of South Carolina. On page 25 of the solicitation - Part 6 - you requested that the contractor have a maintenance staff local to the Columbia area. Under page 28 - Qualifications - (d) - the solicitation requested a location of the office, warehouse facility - there is by account of their website, no such facility located in South Carolina.

## Ohio

### Cincinnati / Dayton, OH

Oracle Elevator Company  
1020 Arbor Tech Drive, Suite A  
Hebron, KY 41048

513-541-0431 :: phone  
513-541-8989 :: fax

**Manager**  
Bill Lawson, [bill.lawson@oracleelevator.com](mailto:bill.lawson@oracleelevator.com)

### Columbus, OH

Oracle Elevator Company  
6454 Fiesta Drive  
Columbus, OH 43235

614-766-2040 :: phone  
614-766-0896 :: fax

**Manager**  
Bill Moore, [bill.moore@oracleelevator.com](mailto:bill.moore@oracleelevator.com)

## Tennessee

### Chattanooga, TN

Oracle Elevator Company  
117 Nowlin Ln #700

Schindler would have and be willing to supply the Performance Bond Required on Page 35. Such ability from the Awarded Contractor is in question and request review of their ability to produce a sufficient Performance Bond.

Another reason for the protest is if you do the math on the Oracle bid you will find that \$610,601 over three (3) years equals just

\$203,533 for two technicians. Assuming with over 90 units the State will require around \$20,000 in material per year that leaves a mere \$183,533 for two technicians or \$91,766 per technician. That \$91,766 for all labor costs, social security taxes, benefits, insurance and expenses. If each technician works 2080 work hours in a year that makes the hourly cost of  $\$91,766/2080 = \$44.12$  per hour. This is too low of funding to provide the proper work hours required by the bid specifications.

For these reasons we protest this award and wish for the State to reconsider their choice for the award and award to the 2nd place bidder who can supply all the needs of the solicitation.

Thank you

Zach Treadway

---

Zachary Treadway  
Phone 704.329.1480 | Mobile 980.348.6317  
zachary.treadway@us.schindler.com

Schindler Elevator Corporation | Service Sales  
900 Center Park Drive, Suite D | Charlotte, NC 28217, United States  
[www.us.schindler.com](http://www.us.schindler.com)

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**Please consider your environment.**

Schindler supports sustainable urban development with safe, reliable and ecologically sound mobility solutions.

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Notice: The information contained in this message is intended only for use of the individual(s) named above and may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient of this message you are hereby notified that you must not use, disseminate, copy it in any form or take any action in reliance of it. If you have received this message in error please delete it and any copies of it and notify the sender immediately.

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Ex. B

Ex. B

	<b>State of South Carolina</b> Invitation For Bid	Solicitation Number:	5400008436
		Date Issued:	09/03/2014
		Procurement Officer:	KIMBER CRAIG
		Phone:	803-737-2805
		E-Mail Address:	<a href="mailto:kcraig@io.sc.gov">kcraig@io.sc.gov</a>
		1201 Main Street, Suite 400 Columbia, SC 29201	

DESCRIPTION: **Vertical Transportation Maintenance**

USING GOVERNMENTAL UNIT: **Budget & Control Board Administration**

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

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/7/2014 at 10:00 a.m.** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/17/2014 at 5:00 p.m.** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: On-Line Submission

CONFERENCE TYPE: <b>Pre-Bid Conference</b> DATE & TIME: <b>Tuesday, September 16, 2014 at 10:00 a.m.</b> <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>	LOCATION: <b>Budget &amp; Control Board –          Office of Internal Operations          1201 Main Street          Suite 400 – OIO Conference Room          Columbia, SC 29201</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>10/10/2014</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, 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" and "Electronic Signature" provisions.)

<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>TAXPAYER IDENTIFICATION NO.</b> <small>(See "Taxpayer Identification Number" provision)</small>	
<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>DATE SIGNED</b>	<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>	<small>(See "Signing Your Offer" provision.)</small>
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)
<input type="checkbox"/> Other _____	
<input type="checkbox"/> Government entity (federal, state, or local)	

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile _____ _____
	E-mail Address _____

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**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 - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_\_\_ In-State Office Address same as Notice Address    **(check only one)**

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## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES (JAN 2006)

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

The Vertical Transportation Maintenance Specification (the "SPECIFICATION") establishes the minimum requirements for a full maintenance program, which shall be contracted by the Office of General Services / Facilities Management (hereinafter referred to as the "Owner"). The full maintenance program shall cover all equipment listed in Part 5 of this SPECIFICATION. This SPECIFICATION requires one (1) full time qualified elevator mechanic and one (1) full time four (4) year 80% elevator apprentice (helper) to be assigned to the Owner on a full-time basis (forty (40) hour week) Monday through Friday, 8:00 a.m. to 5:00 p.m., to perform routine preventive maintenance at the various properties listed in Part 5 of this SPECIFICATION. The intent of this SPECIFICATION is to eliminate unnecessary equipment shutdowns and maintenance related callbacks through routine preventive maintenance.

This SPECIFICATION provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, replacements, replacement parts, repairs and testing on all parts of the vertical transportation equipment including, but not limited to, machines, worms, gears, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generators, hydraulic power units, hydraulic pumps and valves, silencers, mufflers, controllers, selectors, relays, contactors, solid state devices, transformers, resistors, step chains, steps, step threads, combplates, handrails, handrail drive chains, track and all related control equipment.

It also includes safety governors, governors sheaves, car safeties, hydraulic plunger, bolster plate, jack packings, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches guide shoes (slide and roller), door operators, car and hatch door hangers, contacts, interlocks, auxiliary door closing devices, safety edges, photo eyes, emergency light systems, including batteries, car fans, car frames, platforms, all pit sump pumps and all other related devices, except the following:

Car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, handrails, mirrors, carpet and tile flooring), hoistway enclosure, hoistway gates, doors, frames and sills, underground hydraulic jack cylinders including underground piping and fittings, exterior panels, shirt and deck panels, balustrades and smoke sensors.

For the purpose of clarification, any item not specifically excluded above shall be considered the Contractor's responsibility under the scope of complete maintenance services.

It is the intent of this SPECIFICATION that the elevator equipment be maintained so as to reserve the operating characteristics pursuant to the original manufacturer's design and eliminate unnecessary shutdowns and maintenance related call backs.

### MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)

Start date: 10/21/2014 End date: 10/20/2019. 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". [01-1040-1]

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means the South Carolina Budget & Control Board.

BUYER means the Procurement Officer.

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.

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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

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 the Cover Page.

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 having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.  
[02-2A003-1]

#### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(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: [www.procurement.sc.gov](http://www.procurement.sc.gov)(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. [02-2A005-1]

#### **AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. 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. [02-2A010-1]

#### **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. [02-2A015-1]

#### **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. [02-2A020-1]

## **BID IN ENGLISH and 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. [02-2A025-1]

## **BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

## **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.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **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 nonresponsible.

(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.

[02-2A035-1]

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

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:  
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:  
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

## **COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

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). (Applicable only to offers submitted on paper.) [02-2A045-1]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011)**

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. [02-2A047-1]

## **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(H)] [02-2A050-1]

## **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. [02-2A065-1]

## **DUTY TO INQUIRE (JAN 2006)**

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

## **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]

## **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. [02-2A080-1]

## **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". [Section 11-35-4210] [02-2A085-1]

## **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. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (JAN 2004)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (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. [02-2A095-1]

## **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] [02-2A100-1]

## **RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)**

(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. [02-2A105-1]

## **RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.*** [02-2A110-1]

## **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. [02-2A115-1]

## **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/index.php/departments/response/severe-winter-weather> [02-2A120-2]

## **SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)**

(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 officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

## **SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)**

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

## **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 (JAN 2004)**

(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. [02-2A140-1]

## **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

## **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. [02-2A150-1]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **CONFERENCE – PRE-BID/PROPOSAL (JAN 2006)**

Pre-Bid/Proposal Conference Date and Time: Tuesday, September 16, 2014 at 10:00 a.m.  
Location of Pre-Bid/Proposal Conference: Budget & Control Board – Office of Internal Operations  
1201 Main Street  
Suite 400 – OIO Conference Room  
Columbia, SC 29201

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. 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. [02-2B025-1]

### **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] [02-2B055-1]

### **ON-LINE BIDDING INSTRUCTIONS (NOV 2007)**

(a) Mandatory Registration: **For on-line bidding, you must register before you can submit an offer! See instructions in clause entitled "VENDOR REGISTRATION MANDATORY".**

(b) Steps for On-Line Bidding:

- 1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.
- 2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading "Submitting Offers On-Line". [02-2B105-1]

### **PROTEST - CPO - MMO ADDRESS (JUNE 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. [02-2B122-1]

### **SITE VISIT -- BY APPOINTMENT (JAN 2006)**

Appointment for a site visit may be made by contacting: Thurston Davis at 803-737-2102  
[02-2B140-1]

### **UNIT PRICES REQUIRED (JAN 2006)**

Unit price to be shown for each item. [02-2B170-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### VERTICAL TRANSPORTATION MAINTENANCE SPECIFICATION

##### PART 1 – GENERAL

###### 1.01 SCOPE:

The Vertical Transportation Maintenance Specification (the "SPECIFICATION") establishes the minimum requirements for a full maintenance program, which shall be contracted by the Office of General Services / Facilities Management (hereinafter referred to as the "Owner"). The full maintenance program shall cover all equipment listed in Part 5 of this SPECIFICATION. This SPECIFICATION requires one (1) full time qualified elevator mechanic and one (1) full time four (4) year 80% elevator apprentice (helper) to be assigned to the Owner on a full-time basis (forty (40) hour week) Monday through Friday, 8:00 a.m. to 5:00 p.m., to perform routine preventive maintenance at the various properties listed in Part 5 of this SPECIFICATION. The intent of this SPECIFICATION is to eliminate unnecessary equipment shutdowns and maintenance related callbacks through routine preventive maintenance.

###### 1.02 GENERAL CONDITIONS:

The full maintenance program as specified herein shall consist of an all-inclusive service including but not limited to inspections, examinations, lubrication, testing, cleaning, adjusting, and all minor and major repairs of equipment.

All equipment under this contract shall be maintained in first-class operating condition and must comply with all requirements of ASME A17.1 Safety Code for Elevators and Escalators and all other applicable laws, regulations, ordinances, and codes in effect on the date of the Bid Invitation. In case of conflict, the more stringent regulation will apply. First class is defined as all areas pertaining to the elevators (pits, tops of cars, elevator rooms, etc.) are maintained in a debris free condition. There are no areas of leaking fluids, all indicating lights are operating, all elevator leveling, door operators, car travel speeds, etc. are functioning in accordance to the current elevator codes

The Owner will provide the Contractor with all normal utilities such as electricity, lights, and water necessary for performing this contract.

The Contractor must maintain good housekeeping practices at all times on all equipment. Equipment machine rooms, pits and other applicable areas shall be kept clean and free of scrap parts, oily rags, combustible materials and accumulation of debris.

###### 1.03 OWNERSHIP:

It is understood that the Contractor shall not assume possession or control of any part of the equipment but that such equipment remains the property of the Owner.

###### 1.04 CONTRACTOR EMPLOYEE POLICY:

###### Contractor Employees:

Shall wear uniforms as provided by the Contractor. The uniforms shall be the standard color worn by the Contractor's employees bearing the Contractor's emblem and person's name and shall be maintained in a neat and clean condition at all times.

Shall carry identification by the Contractor. Identification information shall include the employee's full name, photograph (portrait), company name, address, telephone number, the employee's identification number and the signature and title of the employee's immediate supervisor.

Shall be of good character as decided by the Contractor and State as determined by requested references and work record.

Shall be instructed to abide by any and all rules and regulations set forth by the State.

Shall report immediately any property damage.

Shall not engage in unnecessary conversations with State employees or tenants.

Shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

1.05 PROTECTION OF PERSONS AND PROPERTY:

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

The Contractor shall not be liable for injury or damages to persons or property except those directly due to negligent acts of the Contractor or his / her employees. The Contractor shall not be liable for any loss, damage or delay due to causes beyond his reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotions, war, malicious mischief, or acts of God. In no event shall any party be held responsible for special, indirect or consequential damages. The Contractor shall strictly adhere to all applicable OSHA regulations. Special attention shall be given to Fall Protection, confined space, Lockout – Tagout, Hazcom, and Personal Protective Equipment programs. The Contractor shall, at a minimum, provide written programs covering these areas available for review by the Owner on request.

1.06 MATERIAL SAFETY DATA SHEETS:

The Contractor shall furnish the Owner a Material Safety Data Sheet for each product requiring such used in the performance of routine maintenance. A copy of each applicable Material Safety Data Sheet shall be visibly mounted in each equipment room in a protective cover.

1.07 PERFORMANCE CONFERENCES AND REPORTS:

At the end of each ninety (90) day period, the Contractor shall meet with Facilities Management's Representative (s) to review performance and schedule major repairs contemplated during the next ninety (90) period. The Contractor shall submit, when applicable, any written recommendations related to safety issues, new attachments, etc. Contractor's supervisory personnel shall be made available at all times to report to and confer with the Owner's Representative (s). Contractor shall submit to the Owner such records and reports as may be identified in this SPECIFICATION or such other records and reports as required by the Owner.

On all elevator shutdowns involving passenger entrapments, a comprehensive report shall be prepared and submitted to the Owner's Representative within twenty four (24) hours of the entrapment. The report shall include building name, elevator identification, date and time of entrapment, time entrapped by passengers were released, cause of entrapment and corrective action taken by Contractor. The report can either be provided in written form or by remote access on the company website via the internet.

1.08 CONTRACTOR REPRESENTATIVE:

The Contractor shall, within five (5) days after award the contract covered herein, submit written identification and notification to the Owner of the Name, title, address, and telephone number of one (1) individual within the 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 the name of the individual described above as deemed necessary. Such change shall become effective upon receipt of written notification.

1.09 INSPECTION OF EQUIPMENT AND CONDITIONS AT JOB SITE:

Prior to bidding, it shall be the responsibility of the bidder to visit the job site and inspect each piece of equipment to establish to his satisfaction the condition of the equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as is" condition. No claims shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

1.10 WIRING DIAGRAMS:

Contractor shall maintain a complete set of current and legible schematic wiring diagrams in each equipment machine room for each piece of equipment contained therein. To the extent that any of the required schematic wiring diagrams are not available at the time of contract award, it shall be the responsibility of the Contractor to provide same at no cost to the Owner. Contractor shall provide the Owner with a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the contract term. The schematic wiring diagrams are to be furnished to the Owner immediately following changes and/or modification at the sole expense of the contractor and shall become the property of the Owner.

1.11 RIGHT TO INSPECT:

The Owner reserves the right to engage the services of an elevator consultant at anytime during the life of the contract for the purpose of evaluating services received. The Consultant's decision as to the Contractor's responsibility in fulfilling his contract obligation shall be final, with approval from State. However, the Consultant cannot recommend that anything be added to the equipment that was not present when the contract was awarded. If the Contractor fails to make prompt correction to the equipment as described by the consultant through the State, any or all contracts held by the Contractor may be cancelled.

1.12 FAILURE TO PERFORM:

Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date. Should it be determined during the Term or within thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the Contractor shall, after written notification by the Owner, correct said deficiencies within ten (10) days. Failure to correct will be construed as a default under the Contract and the Owner has the right to secure others to perform the services and deduct the costs of these services from either the contractual amount due to the Contractor under this Agreement or the Performance Bond.

1.13 ADDITION OR DELETION OF UNITS TO BE MAINTAINED:

The equipment to be serviced and maintained under this Contract is specified in PART 5 of this SPECIFICATION. Any unit added or deleted by the Owner from said list will result in an equitable adjustment to the Contract price. If added, the price will be negotiated by the parties. If a unit is deleted, the price as then in effect on said individual unit (s) will be prorated over the remainder of the contract period and so subtracted from the contractual amount due under this contract.

1.14 CONTINUITY OF SERVICE:

The Contractor shall correct any failures, which take any equipment out of service within two (2) regular work days from the date of notification of failure. If the equipment is not back in service by such time, the Owner may request a credit to the monthly maintenance payment for the equipment, prorated for the period the equipment was out of service beyond such time.

1.15 CALL-BACK SERVICE

The Contractor shall provide at all times, twenty-four (24) hours a day seven (7) days a week, call-back service at no additional cost which consists of responding (responding means being on the job site) within a one (1) hour period to a request from the Owner to correct any elevator problem and / or condition, which in the Owner's opinion needs attention before the Contractor's next scheduled routine maintenance. Additionally a call-back is work, which is performed by one mechanic working alone, at the job site, for a period of less than two (2) hours.

Work in excess of two (2) hours or requirement of a second person shall be considered repair work and shall be governed by Part 2, Paragraph 2.10 of this SPECIFICATION.

Emergency call backs for elevator shutdowns involving passenger entrapments, at any hour, shall respond to immediately.

1.16 ROUTINE MAINTENANCE AND CALL BACK SERVICE REPORTS:

Each time a piece of equipment is serviced, whether routine maintenance or call back, an electronic report accessed remotely by the internet on the company website shall be available to the Owner for review and/or printing no later than the next work day after servicing. These reports shall cover all work performed at the time of servicing and include such information as the date, hour, location, nature of trouble for which all service was required, a detailed description of services performed and signature of Contractor's personnel performing service.

Routine maintenance for the State House, Blatt and Gressette Buildings shall be performed on Mondays and Fridays only.

1.17 CHECKING IN AND OUT:

The Contractor's personnel shall check in daily with the Owner's Representative. At the time of check in, the Owner's Representative shall sign service reports from the previous day and notify Contractor's personnel of any problems requiring attention before the next routine maintenance inspection.

When servicing equipment at properties that maintain a log book, Contractor's personnel shall sign in the log book prior to commencing work and check out after completing the work. The requirement applies to all routine maintenance, repairs and emergency callbacks.

1.18 FAMILIARITY WITH THE WORK:

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

1.19 TERMINATION BY DEFAULT:

The performance of work under this contract may be terminated by the Budget & Control Board or its successors, in writing, whenever the Owner determines that the Contractor has failed to meet the performance requirements of this contract.

1.20 EXCULSIONS:

The Contractor shall not be responsible for:

Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his / her employees, subcontractors, servants, agents, or other causes beyond the Contractor's control except ordinary wear and tear.

Installing new attachments on equipment when recommended by insurance companies or governmental authorities.

Maintaining main power feeders and associated disconnect switches and breakers.

Maintaining equipment components specifically excluded under Part 2, Paragraph 2.01 of this SPECIFICATION.

**PART 2 – ELEVATOR MAINTENANCE**

2.01 SCOPE:

This SPECIFICATION provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, replacements, replacement parts, repairs and testing on all parts of the vertical transportation equipment including, but not limited to, machines, worms, gears, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generators, hydraulic power units, hydraulic pumps and valves, silencers, mufflers, controllers, selectors, relays, contactors, solid state devices, transformers, resistors, step chains, steps, step threads, combplates, handrails, handrail drive chains, track and all related control equipment.

It also includes safety governors, governors sheaves, car safeties, hydraulic plunger, bolster plate, jack packings, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches guide shoes (slide and roller), door operators, car and hatch door hangers, contacts, interlocks, auxiliary door closing devices, safety edges, photo eyes, emergency light systems, including batteries, car fans, car frames, platforms, all pit sump pumps and all other related devices, except the following:

Car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, handrails, mirrors, carpet and tile flooring), hoistway enclosure, hoistway gates, doors, frames and sills, underground hydraulic jack cylinders including underground piping and fittings, exterior panels, shirt and deck panels, balustrades and smoke sensors.

For the purpose of clarification, any item not specifically excluded above shall be considered the Contractor's responsibility under the scope of complete maintenance services.

2.02 SCHEDULED MAINTENANCE:

All routine maintenance performed by the Contractor shall be scheduled equipment by equipment prior to the commencement of the contract and subject to final approval by the Owner. Minimum routine maintenance frequency visits shall be weekly for gearless equipment, semimonthly for geared equipment and escalators and monthly for hydraulic equipment.

The routine maintenance schedule, as prepared by the Contractor, shall show building name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventative maintenance schedule prepared for the specific equipment covered by this SPECIFICATION.

Maintenance schedules shall be permanently located in the equipment rooms for each piece of equipment. The schedules shall be accessible for monitoring by the Owner or their designated representative. Schedules shall be maintained by indicating the work performed, signature of mechanic performing work and dated the day the work was performed.

Removal of equipment from service shall be coordinated with and approved by the Owner's Representative. To the extent possible all routine maintenance which requires removal of equipment from service shall be scheduled off peak hours of building operation. No equipment shall be taken out of service during the normal business day without prior notification to the Owner's Representative or designee except under emergency conditions. Contractor shall not remove from service elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those that pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

2.03 EXAMINE:

The Contractor shall examine the equipment at regular intervals sufficient to preserve the life of the equipment.

When, as a result of an examination, corrective action is determined to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and / or corrections.

When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor shall be delivered to the Owner's Representative. Items of an emergency nature shall be communicated verbally immediately and followed up in written form.

Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry. (Paragraph 2.02 states minimum visits)

2.04 CLEAN:

The Contractor shall clean all equipment as well as equipment rooms, hoistways and pits. Cleaning of equipment shall occur at regular intervals sufficient to maintain a professional appearance and preserve the life of the equipment. Minimum cleaning intervals shall be set forth in Part 3 of this SPECIFICATION.

The Contractor shall report the need for cleaning and / or janitorial services for all items not covered by the contract or which are otherwise not the responsibility of the Contractor.

2.05 PAINT:

The Contractor shall paint the equipment at intervals to maintain a professional appearance, prevent rusting and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Paint shall not emit hazardous or offensive odors. Application of the paint shall, in all circumstances, comply with applicable codes and / or ASME Elevator and Escalator codes.

2.06 LUBRICATE:

The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. All lubricants shall be stored in approved containers.

2.07 ADJUST:

The Contractor shall make the necessary when the operation of the equipment varies from its normal designed performance standards. See Part 4 for performance standards.

Qualified individuals, employed by the Contractor, shall make adjustments with appropriate tools and instruments. Adjustments shall be made at regular intervals to maintain the equipment in optimum operating conditions.

Parts or assemblies which have worn (or otherwise deteriorated) beyond normal adjustment limits shall be replaced.

2.08 REPLACE:

The Contractor shall replace all items covered under this Contract during the course of scheduled routine maintenance. In the opinion of the Contractor and / or the Owner's Representative, a replacement shall be made to prevent an unscheduled equipment shutdown and to ensure the continued normal operations of the equipment. Replacements shall be made to extend the useful life of the equipment.

2.09 REPLACEMENT PARTS:

The Contractor shall be required to maintain a supply of spare parts equal to or greater than the equipment manufacturer's recommended list for normal maintenance and repair of the specified equipment.

Motor's armatures, field coils and any other major component shall be delivered to the job site within two (2) days of known equipment.

Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and shall not be used on the Owner's equipment.

2.10 REPAIRS:

Repairs, which are the responsibility of the Contractor, shall be made by the Contractor to the equipment covered by this contract. The Contractor shall make (or cause to be made) all repairs which become necessary due to normal wear and use of the systems. The Contractor shall be solely responsible for all troubleshooting cost and cost for labor, materials, expenses, and supplies, which occur as a result of the stated repair.

The Contractor shall not be responsible for replacement of obsolete equipment as part of this contract. If the Contractor determines that a repair is not possible due to obsolescence, the Contractor shall provide a written

description of the obsolete part and replacement cost including installation. The Owner reserves the right to secure others to evaluate obsolescence. If the equipment is deemed repairable and the work is performed by others, the repair cost will be deducted from either the contractual amount due to the Contractor under this Agreement or the Performance Bond. If the equipment is deemed un-repairable, the Owner reserves the right to obtain comparison proposals from other contractors.

Repairs, which are the Owner's responsibility, shall be communicated to the Owner's Representative in writing prior to any repairs being made. The Owner reserves the right to obtain comparison proposals from other contractors.

The Contractor, when performing repairs not included in the Contract, shall supply all labor at the Contractor's billing rates as stated in Part 6 of this SPECIFICATION. Material and supplies shall be billed at cost plus 10% for overhead and plus 10% for profit. Upon completion of all repair work, the Contractor shall submit to Facilities Management an invoice detailing the nature of work performed and related charges.

#### 2.11 PERFORMANCE OF PERIODIC TEST(S):

The Contractor shall perform periodic Safety Test(s) on the equipment and its components. The periodic test(s) shall be conducted pursuant to the standards and procedures stated in ASME A17.1 Safety Code for Elevators and Escalators. Test results shall be recorded on forms supplied by the Contractor and acceptable to the Owner. Upon completion of test(s), forms shall be submitted to the Owner signed by the mechanic who performed the test(s) and the Contractor's authorized representative.

The Contractor shall furnish, at no cost to the Owner, personnel to assist the State Elevator Inspector when required.

### PART 3 – MINIMUM MAINTENANCE FREQUENCY AND TASKS

#### 3.01 GREARLESS PASSANGER AND SERVICE

##### Frequency 4 weeks:

1. Clean and inspect machine, controller, selector, motors and governor.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs and entrance protection systems.
3. Clean and inspect hoistway door hangers, interlocks, linkage, pickup assembly, door gibs, non-vision wing and hoistway switches.
4. Clean and inspect governor tension sheave assembly, pit and sump pump. Check safety plank and travel cable loops.
5. Ride each car. Check acceleration, deceleration, leveling and floor stops, brake action and emergency stop. Make corrections as necessary.
6. Check Firefighter's Service Operations. Document proper function as required by ASME A17.1. Check telephone communications and emergency car light and alarm bell.  
Note: Contractor shall not be responsible for repairs to telephone communication equipment except for the communication cable, which is part of the elevator system. Should a problem exist with the communication equipment, Contractor shall notify the Owner's Representative immediately.

##### Frequency 8 weeks:

7. Clean machine room. Check commutators and brushes. Clean and adjust controller and selector contacts and relays.
8. Check car and hall fixture lamps. Inspect traveling cable.

##### Frequency 12 weeks:

9. Inspect rope shackles, car and counterweight guides, TM and slow down switches. Adjust and lubricate as required.
10. Check brake operation, selector drive. Blow out motor. Clean controls.
11. Clean car and hall stations contacts. Check door closing force, car hoistway hanger rollers and up thrusts.
12. Check machine bearings, transformers, rectifiers and timers. Lubricate governor linkage.

Frequency 26 weeks:

13. Check voltage readings, terminal and fuse connections, motor wire connections, overloads, armature clearance and brake cores.
14. Check car safety mechanism, governor rope hitch, hoistway switch rollers and door closing devices. Inspect and equalize hoist ropes.

Frequency 52 weeks:

15. Drop brake shoes, clean, lubricate, and adjust.
16. Check car frame, guide rail and bracket fastenings. Clean guide Rails and brackets, overhead sheaves, door hangers and sills.
17. Annual lubrication of motor, machine bearings, deflector, compound and compensating sheaves and governor sheave bearings.
18. Annual car safety test. Check buffer oil level.
19. Adjust motor control and check logic operation.

Frequency 260 weeks:

20. Five (5) year safety and buffer test.

6.02

GEARED PASSANGER AND SERVICE:

Frequency 4 weeks:

1. Clean and inspect machine, controller, selector, motors, motor generators and governor.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, and photo eyes and safety edge.
3. Clean and inspect hoistway door hangers, interlocks, linkage, pickup assembly, door gibs, non-vision wing and hoistway switches.
4. Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly, pit and sump pump. Check safety plank and travel cable loops.
5. Ride each car. Check acceleration, deceleration, leveling and floor stops, brake action and emergency stop. Make corrections as necessary.
6. Check Firefighters' Service Operations. Document proper function as required by ASME A17.1. Check telephone communications and emergency car light and alarm bell. Note – Contractor shall not be responsible for repairs to telephone communications equipment except for the communication cable, which is part of the elevator system. Should a problem exist with the communication equipment, Contractor shall notify the Owner's Representative immediately.

Frequency 8 weeks:

7. Clean machine room. Check commutators and brushes. Clean and adjust controller and selector contacts and relays.
8. Check car and hall fixture lamps. Inspect traveling cable.

Frequency 12 weeks:

9. Inspect rope shackles, car and counterweight guides, TM and slow down switches. Adjust and lubricate as required.
10. Inspect motor coupling. Check brake operation, end thrust, backlash, selector drive, motor generator start and run switches. Blow out motor and motor generator. Clean controls.
11. Clean car and hall stations contacts. Check door closing force and, car hoistway hanger rollers and up thrusts. Check, adjust and lubricate safety edge linkage pins.
12. Check gear oil level, machine and motor bearings, transformers, rectifiers and timers. Lubricate governor linkage.

Frequency 26 weeks:

13. Check voltage readings, terminal and fuse connections, motor wire connections, overloads, armature clearance and brake cores.
14. Check car safety mechanism, governor rope hitch, hoistway switch rollers and door closing devices. Inspect and equalize hoist ropes.

Frequency 52 weeks:

15. Drop brake shoes, clean, lubricate, and adjust.
16. Check car frame, guide rail and bracket fastenings. Clean guide rails and brackets, overhead sheaves, door hangers and sills.
17. Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor sheave bearings.
18. Annual car safety test. Check buffer oil level.
19. Adjust motor control and check logic operation.

Frequency 260 weeks:

20. Five (5) year safety and buffer test.

3.02

#### HYDRAULIC PASSENGER, SERVICE AND FREIGHT:

1. Clean and inspect power unit, control valves, motor and belts.
2. Clean and inspect car top, operating switches, door operator and controls, car door hangers, car gate, doors, guides, gibs, photo eye and safety edges.
3. Clean and inspect hoistway door hangers and / or guides, interlocks, linkage, pickup assembly, gibs, non-vision wing and hoistway switches.
4. Clean and inspect buffers and jack packing. Clean pit and check travel cable loop.
5. Ride each car. Check acceleration, deceleration, leveling and floor stops and emergency stop. Make corrections as necessary.
6. Check Firefighters' Service Operations. Document proper functions as required by ASME A17.1. Check telephone communications and emergency car light and alarm bell. Note – Contractor shall not be responsible for repairs to communication equipment except for the communication cable, which is part of the elevator system. Should a problem exist with the communication equipment, Contractor shall notify the Owner's Representative immediately.

Frequency 8 weeks:

7. Clean machine room. Clean and adjust controller and selector contacts and relays.
8. Check car and hall fixture lamps. Inspect traveling cable and retiring cam.

Frequency 12 weeks:

9. Inspect power drive (belts and coupling), pump and leveling and limit switches. Clean controls.
10. Clean car and hall stations contacts. Check door closing force and, car hoistway hanger rollers and up thrusts. Check, adjust and lubricate safety edge linkage pins.
11. Check motor bearings, transformers, rectifiers and timers.

Frequency 26 weeks:

12. Check voltage readings, control fuses connections, motor wire connections and overloads.
13. Check bolster plate and channels, hoistway switches and door closing devices.

Frequency 52 weeks:

14. Check drive belt tension.
15. Clean guide rails and brackets, door hangers and sills.
16. Annual pressure test and lubricate motor.
17. Filter hydraulic oil.
18. Annual valve control adjustment and check logic operation.

Frequency 156 weeks:

19. Three (3) year pressure test (where flexible hose is present).

3.03

#### ESCALATOR:

Frequency 4 weeks:

1. Check steps, comb teeth, skirt guard and lighting.
2. Inspect machine space and lower well.
3. Inspect and lubricate step and drive chains.
4. Test start key switches.
5. Check drive machine oil, combplate (top and bottom), handrails, stop buttons, demarcation lights and guards and brushes (top and bottom).
6. Check and adjust handrail chains and drives.
7. Clean and inspect machine and controller.
8. Clean machine space and lower well.
9. Clean and apply friction reducing agent on step risers and skirt panels.

Frequency 12 weeks:

10. Check terminal and fuse connections, condition of step chain guide, reverse phase relay, brake action and stopping distance and handrail tension and drive.
11. Test safety switches on skirt panels and combplate, broken driving and stop chain safety switch, handrail inlet safety switch, skirt guard safety switch, step running safety switch and step wheel tire safety switch.

Frequency 26 weeks:

12. Check and adjust if necessary soffit guards, running clearance between step and skirt panels, play in steps, proper rise clearance, step surfaces and structural integrity.
13. Inspect and lubricate lower terminal gear guide, stop bearing and each moving part of the drive chain safety switch.
14. Inspect balustrade panels for damage and fastenings.
15. Adjust magnet brake, gap adjustment between core and armature or BSR (brake serial resistance).
16. Clean intermediate oil pan.

Frequency 52 weeks:

17. Check for proper operation running speed, reversal stop switches and step up thrust device.
18. Inspect and lubricate drive motor bearings, driving machine and upper terminal gear bearings.
19. Clean escalator wellway drip pans and related equipment.
20. Clean and inspect step tracks.
21. Drop brake shoes. Clean, lubricate and adjust.
22. Flush gear case and replace oil.
23. Test drive motor overloads.

3.04

#### GEARED DUMBWAITERS AND LIFTS:

Frequency 4 weeks:

1. Clean and inspect machine controller, motor, hoistway door guides, interlocks, pit and pit equipment.
2. Check car top and light, car gates and guides.

Frequency 12 weeks:

3. Check hall fixture contacts and lamps.
4. Inspect hoist ropes, guide rails and shoes.

5. Lubricate door gate guides and guides rails.

Frequency 26 weeks:

6. Check terminal and fuse connections, motor wire connections, hoistway switches overloads and brake operation.
7. Check guide rails, brackets, guide shoes and motor and sheave bearings.
8. Drop brake shoes. Clean lubricate and adjust.
9. Flush and replace worm gear oil.

**PART 4 – PERFORMANCE STANDARDS:**

4.01 SCOPE:

It is the intent of this SPECIFICATION that the elevator equipment be maintained so as to reserve the operating characteristics pursuant to the original manufacturer’s design and eliminate unnecessary shutdowns and maintenance related call backs.

4.02 PERFORMANCE LEVELS:

The following performance levels shall be maintained at all times.

- A. Contract speed of all equipment. Variance from rated speed, regardless of load, shall not exceed (5) % of the elevator contract speed.
- B. Flight and cycle performance times.
- C. A ¼ of an inch accuracy of leveling shall be maintained at all times under all load conditions.
- D. Opening and closing times of all hoistway and car doors pursuant to ASME A17.1 Safety Code for Elevators and Escalators.
- E. Door reversal devices, detectors and / or all passenger sensor devices.
- F. Variable car and hall door hold open times.
- G. Individual car and group operations and devices.
- H. Emergency fire service, emergency power, communications, emergency light and alarm bell.

4.03 PERFORMANCE CRITERIA:

For the purpose of this SPECIFICATION, the following performance criteria shall apply.

- A. Flight time is the elapsed time in seconds from brake open to brake close on a one (1) floor run of approximately 12’0” and / or elevator starting after the interlock circuit is made and elevator stops at the next landing.
- B. Cycle time is the elapsed time in seconds from car doors starting to close until the doors are three quarters (3/4) open at the next landing on a one (1) floor run of approximately 12’0”.

**Flight and Cycle Time**

	Flight Time (seconds)	Cycle Time (seconds)
Hydraulic	9.6	15.6
Geared	6.4	10.5

- C. Door Open Time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.
- D. Door Close Time is the elapsed time in seconds from the time the doors start to close after a call is initiated until they are fully closed with the interlock engaged. This must not exceed the requirements as set forth in ASME A17.1 Safety Code for Elevators and Escalators, Rule 112.3. Closing time will vary slightly depending upon door opening width and weight of the doors.
- E. Door Closing Force must not exceed 30 lbf. This force shall be measured on the leading edge of the door with the door at any point between one third (1/3) and two thirds (2/3) of its travel.
- F. The Owner shall evaluate performance by the number of maintenance related callbacks per unit per year. The maximum of maintenance related callbacks allowed shall be four callbacks per unit per year.

**PART 5 – EQUIPMENT COVERED BY THIS SPECIFICATION:**

Building	Unit #	Equipment	Speed	Capacity	# Floors	Openings	Mach. Mfgr	Contrl. Mfgr.
Adjutant General	1/Pass	Hydraulic	120	2000	3	1	Otis	Otis
	2/Pass	Hydraulic	120	2000	3	1	Otis	Otis
1430 Senate Street	1/Pass	Geared	125	2000	6	2	Otis	Otis
	2/Pass	Geared	150	2000	6	2	Otis	Otis
Blatt	1/Pass	Geared	350	3000	8	1	Dover	MCE
	2/Pass	Geared	350	3000	8	1	Dover	MCE
	3/Pass	Geared	350	3000	8	1	Dover	MCE
	4/Pass	Geared	350	3000	8	1	Dover	MCE
	5/DW	Dwaiter	25	400	5	1	Energy	Energy
Boylston House	1/Pass	Drum	25	450	3	1	Inclinitor	Inclinitor
Brown	1/Pass	Geared	350	3500	8	1	Otis	Otis
	2/Pass	Geared	350	3500	8	1	Otis	Otis
	3/Pass	Geared	350	3500	8	1	Otis	Otis
	4/Pass	Geared	350	3500	8	1	Otis	Otis
Central Admin. Annex	1/Pass	Hydraulic	150	2500	3	1	Dover	Dover
	2/Pass	Hydraulic	150	2500	3	1	Dover	Dover
Columbia Mills Revenue	1/Pass	Hydraulic	125	2500	4	1	West	MCE
	2/Pass	Hydraulic	125	2500	4	1	West	MCE
	3/Frt	Hydraulic	100	5000	5	1	Esco	Esco
Columbia Mills Parking Gar	1/Pass	Hydraulic	150	2500	2	1	Schindler	Schindler
Columbia Mills Museum	1/Pass	Hydraulic	125	3500	3	1	Wsthouse	Wsthouse
	2/Svc	Hydraulic	100	10000	4	2	MCE	MCE
	3/Frt	Hydraulic	50/75	12000	3	2	Esco	Esco
	4/HL	Hand. Lift	25	500	2	2	Amer. Stair	Amer. Stair

Commission for the Blind	1/Pass	Hydraulic	125/150	2000	2	1	MCE	MCE
	2/Pass	Hydraulic	125/150	2000	3	1	MCE	MCE
David Building	1/Pass	Geared	350	2500	6	1	Dover	Swift Futura
	2/Pass	Geared	350	2500	6	1	Dover	Swift Futura
	3/Pass	Geared	350	2500	6	1	Holl. Whit.	Swift Futura
	4/Pass	Hydraulic	125	1500	2	1	Dover	Dover
Dennis	1/Pass	Geared	350	3000	7	1	Otis	Otis
	2/Pass	Geared	350	3000	7	1	Otis	Otis
	3/Pass	Geared	350	2000	7	1	Otis	Otis
	4/Pass	Geared	350	2000	7	1	Otis	Otis
	5/Svcs	Geared	300	3000	7	1	Otis	Otis
DSS/Harden St	1/Pass	Hydraulic	135	2500	3	1	Dover	Dover
	2/Pass	Hydraulic	135	2500	3	1	Dover	Dover
DSS/North Tower	1/Pass	Geared	250	3000	7	1	Otis	Otis
	2/Pass	Geared	250	3000	6	1	Otis	Otis
	3/Pass	Geared	250	3000	6	1	Otis	Otis
Five Points	1/Pass	Geared	350	3000	6	1	Otis	Otis
	2/Pass	Geared	350	3000	6	1	Otis	Otis
Hayne (DHEC LAB)	1/Pass	Hydraulic	125/150	2500	4	1	Dover	Dover
	2/Frt	Geared	200	10000	4	1	Southeastern	Swift Futura
Lace House	1/Pass	Geared	50	500	3	2	Sedgewick	Sedgewick
	2/DW	Dwaiter	50	500	2	1	Sedgewick	Sedgewick
Mills/Jarrett	1/Pass	Hydraulic	125	2500	4	1	Dover	Dover
	2/Pass	Hydraulic	125	2500	4	1	Dover	Dover
	3/Pass	Hydraulic	125	2100	4	1	Dover	Dover
Assembly Street Parking Deck	1/Pass	Hydraulic	75	3500	8	2	Esco	Esco
Retirement Systems	1/Pass	Hydraulic	150	2500	3	1	Wsthouse	Wsthouse
	2/Pass	Hydraulic	150	2500	3	1	Wsthouse	Wsthouse
HR Senate Street	1/Pass	Hydraulic	95	2100	2	1	Dover	Dover
Sims/Aycock	1/Pass	Geared	200	2500	4	1	Otis	Otis
	2/Pass	Geared	200	25000	4	1	Otis	Otis
	3/Svcs	Hydraulic	105	4000	3	1	Otis	Otis
	4/Pass	Hydraulic	200	3000	4	1	MCE	MCE
	5/Pass	Hydraulic	200	3000	4	1	MCE	MCE
State Library	1/Pass	Hydraulic	150	1500	6	1	Dover	MCE
	2/Pass	Hydraulic	150	1500	6	1	Dover	MCE
	3/Pass	Hydraulic	100	1500	2	1	Dover	MCE
Sumter Street	1/Pass	Hydraulic	125	2500	3	1	Dover	Dover

Supreme Court	1/Pass	Hydraulic	150/200	2000	4	1	MCE	MCE
	2/Pass	Hydraulic	150/200	1500	4	1	MCE	MCE
Calhoun	1/Pass	Gearless	350	2000	6	1	Southeastern	MCE
	2/Pass	Gearless	350	2000	6	1	Southeastern	MCE
	3/Svcs	Gearless	200	4000	6	2	Southeastern	MCE
Gressette	1/Pass	Gearless	350	3000	9	1	Dover	MCE
	2/Pass	Gearless	350	3000	9	1	Dover	MCE
	3/Pass	Gearless	350	3000	9	1	Dover	MCE
Rutledge	1/Pass	Gearless	500	3000	13	1	Otis	MCE
	2/Pass	Gearless	500	3000	13	1	Otis	MCE
	3/Pass	Gearless	500	3000	13	1	Otis	MCE
	4/Svcs	Gearless	500	3000	14	1	Otis	MCE
SC Data Center	1/Pass	Hydraulic	100	3500	2	1	Schindler	Schindler
	2/Pass	Hydraulic	100	4500	2	1	Schindler	Schindler
SC Arch & History	1/Pass	Hydraulic	150	3500	3	1	Southeastern	MCE
	2/Pass	Hydraulic	150	3500	3	1	Southeastern	MCE
	3/Svcs	Hydraulic	100	4000	3	1	Southeastern	MCE
Wade Hampton	1/Pass	Gearless	500	2500	7	1	Otis	MCE
	2/Pass	Gearless	500	2500	7	1	Otis	MCE
	3/Svcs	Gearless	350	2500	7	1	Otis	MCE
Governor's Mansion	1/Pass	Hydraulic	100	2100	3	1	Schindler	Schindler
State Capitol	1/Pass	Hydraulic	150	4000	3	1	Southeastern	MCE
	2/Pass	Hydraulic	150	400	4	1	Southeastern	MCE
	3/Pass	Hydraulic	150	3500	2	1	Southeastern	MCE
	4/Pass	Hydraulic	150	300	4	1	Otis	MCE
	5/ESC	Chain Drive	90	8000	2	2	Otis	Otis
	6/ESC	Chain Drive	90	8000	2	2	Otis	Otis
	7H/L	Screw	10	750	2	2	Porch-Lift	Access Ind.

## PART 6 – CONTRACTOR REQUIREMENTS

The Contractor must have maintenance staff local to the Columbia area.

Contractor must answer service calls within one (1) hour of notification by telephone.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit 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 section IX. Attachments to Solicitations. [04-4010-1]

### 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? \_\_\_\_\_

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? \_\_\_\_\_

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:  
<http://www.govoepp.state.sc.us/osmba/>  
[04-4015-1]

## V. QUALIFICATIONS

### QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

### QUALIFICATIONS -- MANDATORY MINIMUM (JAN 2006)

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

**The Contractor must be experienced in the field of elevator maintenance and repair service with a minimum of five (5) years experience on comparable or more complex elevator equipment and currently have service contracts on similar equipment.**

- (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
- (c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements

stated in subparagraph (a) above. Include all appropriate documentation.  
[05-5010-1]

## **QUALIFICATIONS -- REQUIRED INFORMATION (JAN 2006)**

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) A statement that the firm is regularly engaged in the business of installing and / or servicing equipment of the same type and character as this project.
- (b) A complete list of projects which have been completed in the locality within the last five years. List shall include company name, address, contact person and telephone number.
- (c) A list of names of personnel directly employed by the Offeror, whose Responsibilities include management, coordination, installing and servicing elevator equipment, giving the length of time each has been employed by the Offeror and the amount of experience each has in similar projects.
- (d) Address of office and warehousing facility(s) with a complete list of equipment and parts to properly install and / or maintain equipment for this project.
- (e) A description of any other factor(s) that will strengthen Contractor's position to be considered a qualified bidder for this project.

[05-5015-1]

## **SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)**

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

## **VI. AWARD CRITERIA**

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

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

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

Award will be made to one Offeror. [06-6040-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT (JAN 2006)**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

## **BANKRUPTCY (JAN 2006)**

(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 five (5) 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. [07-7A005-1]

## **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. [07-7A010-1]

## **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)**

(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) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. 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. [07-7A015-1]

## **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 [07-7A020-1]

## **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. [07-7A025-1]

#### **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. [07-7A030-1]

#### **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 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. [07-7A035-1]

#### **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. [07-7A040-1]

#### **NON-INDEMNIFICATION (JAN 2006)**

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

#### **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. [07-7A050-1]

#### **PAYMENT and INTEREST (MAY 2011)**

(a) Unless otherwise provided in this Solicitation, 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. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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. (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. [07-7A055-2]

## **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. [07-7A060-1]

## **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. [07-7A065-1]

## **SETOFF (JAN 2006)**

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

## **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. [07-7A075-1]

## **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. [07-7A080-1]

## **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 therefor. 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. [07-7A085-1]

## **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. [07-7A090-1]

## **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. [07-7A095-1]

## **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.  
[07-7B025-1]

### **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. [07-7B035-1]

### **CONTRACTOR'S LIABILITY INSURANCE (MAR 2013)**

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

[07-7B056-1]

#### **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.

[07-7B060-1]

#### **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. [07-7B065-1]

#### **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for

any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

#### **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. [07-7B097-1]

#### **INDEMNIFICATION -- THIRD PARTY CLAIMS (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 Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee 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, cancellation, 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. [07-7B100-2]

#### **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. [07-7B115-1]

#### **PERFORMANCE BOND REQUIRED (JAN 2006)**

Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "best's key rating guide, property liability" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the performance bond.

#### **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.

[07-7B160-1]

#### **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. [07-7B165-1]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (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), "Other Goods & Services" 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) [07-7B175-1]

#### **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. [07-7B185-1]

#### **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. [07-7B205-1]

#### **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. [11-35-1524(D)(5)(c)] [07-7B237-1]

#### **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 3years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

#### **TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1year(s), 0month(s), and 0day(s), 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. [07-7B245-1]

#### **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 090days prior to the expiration of the then current term. [07-7B250-1]

## TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. 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. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**BIDDING SCHEDULE (NOV 2007)**

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Adjutant General, 1 National Guard Rd				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
2	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Senate Street, 1430 Senate St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
3	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Blatt Bldg, 1105 Pendleton St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
4	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Brown Bldg, 1205 Pendleton St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
5	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				

**Item Description:** Calhoun Bldg, 1015 Sumter St

Item	Quantity	Unit of Measure	Unit Price	Extended Price
6	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Columbia Mills Museum, 301 Gervais St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
7	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Columbia Mills Revenue, 301 Gervais St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
8	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Cola Mills Parking Garage, 301 Gervais				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
9	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Commission/ Blind, 1430 Confederate Ave				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
10	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Hayne (DHEC Lab), 8231 Parklane Rd				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
11	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Assembly St Park Deck, 1101 Assembly St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
12	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Mills Jarrett, 2100 Bull St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
13	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Retirement Systems, 202 Arbor Lake Rd				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
14	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Rutledge, 1429 Senate St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
15	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> HR Senate Street				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
16	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> SC Data Center				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
17	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> SC Arch/History Center, 8250 Parklane Rd				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
18	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Sims Aycok, 2600 Bull St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
19	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> State Library, 1500 Senate St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
20	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Robert E David Bldg, 1550 Gadsden St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
21	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Dennis Bldg, 1000 Assembly St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
22	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> DSS Harden St, 3150 Harden St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
23	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> DSS North Tower, 1531 Confederate Ave				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
24	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Five Points Bldg, 2221 Devine St				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
25	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Gressette, Capitol Complex				

Item	Quantity	Unit of Measure	Unit Price	Extended Price
26	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Harper, 631 Hampton St

Item	Quantity	Unit of Measure	Unit Price	Extended Price
27	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Sumter Street, 1026 Sumter St

Item	Quantity	Unit of Measure	Unit Price	Extended Price
28	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Supreme Court, 1231 Sumter St

Item	Quantity	Unit of Measure	Unit Price	Extended Price
29	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Wade Hampton, Capitol Complex

Item	Quantity	Unit of Measure	Unit Price	Extended Price
30	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Boylston House, 800 Richland St

Item	Quantity	Unit of Measure	Unit Price	Extended Price
31	1.000	each		

<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair
<b>Item Description:</b> Lace House, Richland St

<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>32</b>	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> Governor's Mansion, 800 Richland				

<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>33</b>	1.000	each		
<b>Product Catg.:</b> 91013 - Elevator Installation Maintenance and Repair				
<b>Item Description:</b> State Capitol, Capitol Complex				

## IX. ATTACHMENTS TO SOLICITATION

### NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

#### 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: [www.sctax.org](http://www.sctax.org)

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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:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]



STATE OF SOUTH CAROLINA  
B&CB INTERNAL OPERATIONS  
1201 MAIN STREET, SUITE 400  
COLUMBIA SC 29201

Ex. C

**Intent to Award**

Posting Date: October 17, 2014

**Solicitation: 5400008436**  
**Description: Vertical Transportation Maintenance**  
**Agency: Budget & Control Board Administration**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, October 28, 2014**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

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. [Section 11-35- 4210]

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov) ,
- (b) by facsimile at 803-737-0639 , or
- (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400009470  
**Awarded To:** ORACLE ELEVATOR COMPANY  
519 ENTERPRISE DRIVE  
CHARLOTTE NC 28206

**Total Potential Value:** \$ 1,017,690.00  
**Maximum Contract Period:** October 28, 2014 through October 27, 2019

Item	Description	Unit Price	Total
00001	Adjutant General, 1 National Guard Rd	\$ 309.50	\$ 11,142.00
00002	Senate Street, 1430 Senate St	\$ 406.50	\$ 14,634.00
00003	Blatt Bldg, 1105 Pendleton St	\$ 917.10	\$ 33,015.60
00004	Brown Bldg, 1205 Pendleton St	\$ 918.80	\$ 33,076.80
00005	Calhoun Bldg, 1015 Sumter St	\$ 614.85	\$ 22,134.60
00006	Columbia Mills Museum, 301 Gervais St	\$ 577.90	\$ 20,804.40
00007	Columbia Mills Revenue, 301 Gervais St	\$ 473.30	\$ 17,038.80
00008	Cola Mills Parking Garage, 301 Gervais	\$ 134.70	\$ 4,849.20

00009	Commission/ Blind, 1430 Confederate Ave	\$ 269.20	\$ 9,691.20
00010	Hayne (DHEC Lab), 8231 Parklane Rd	\$ 369.35	\$ 13,296.60
00011	Assembly St Park Deck, 1101 Assembly St	\$ 133.80	\$ 4,816.80
00012	Mills Jarrett, 2100 Bull St	\$ 403.65	\$ 14,531.40
00013	Retirement Systems, 202 Arbor Lake Rd	\$ 269.40	\$ 9,698.40
00014	Rutledge, 1429 Senate St	\$ 1,038.75	\$ 37,395.00
00015	HR Senate Street	\$ 119.00	\$ 4,284.00
00016	SC Data Center	\$ 269.20	\$ 9,691.20
00017	SC Arch/History Center, 8250 Parklane Rd	\$ 404.55	\$ 14,563.80
00018	Sims Aycock, 2600 Bull St	\$ 814.05	\$ 29,305.80
00019	State Library, 1500 Senate St	\$ 404.55	\$ 14,563.80
00020	Robert E David Bldg, 1550 Gadsden St	\$ 749.10	\$ 26,967.60
00021	Dennis Bldg, 1000 Assembly St	\$ 1,023.75	\$ 36,855.00
00022	DSS Harden St, 3150 Harden St	\$ 269.40	\$ 9,698.40
00023	DSS North Tower, 1531 Confederate Ave	\$ 614.85	\$ 22,134.60
00024	Five Points Bldg, 2221 Devine St	\$ 409.90	\$ 14,756.40
00025	Gressette, Capitol Complex	\$ 614.85	\$ 22,134.60
00026	Harper, 631 Hampton St	\$ 779.25	\$ 28,053.00
00027	Sumter Street, 1026 Sumter St	\$ 124.85	\$ 4,494.60
00028	Supreme Court, 1231 Sumter St	\$ 269.60	\$ 9,705.60
00029	Wade Hampton, Capitol Complex	\$ 744.00	\$ 26,784.00
00030	Boylston House, 800 Richland St	\$ 199.60	\$ 7,185.60
00031	Lace House, Richland St	\$ 169.50	\$ 6,102.00
00032	Governor's Mansion, 800 Richland	\$ 134.75	\$ 4,851.00
00033	State Capitol, Capitol Complex	\$ 2,009.95	\$ 72,358.20

**Procurement Officer**  
**KIMBER CRAIG**

# Oracle Elevator

## Field Employees, Supervisors and Key Personnel

**Ken Harmon, Project Manager** - , CET, 35 years' experience – all phases of job costing, technical training, materials manager, job management, technical support and scheduling

**Brad Palmer** - Job Foreman, CET, 14 years' experience – Modernization, New Install Adjuster, Foreman and Coordinator –

**Wayne Wright** – Mechanic, NEIEP, 33 years' experience – Repair, Service

**Chris Harmon** – Mechanic, CET, 11 years' experience, - Modernization, New Installation, Heavy Repair Specialist –

**Todd Myers** – Mechanic, CET, 14 years' experience - Modernization, Repair, Service .

**John Mason** – Mechanic, NEIEP, 14 years' experience – Modernization, New Installation Specialist –

**Ryan Simpson** – Mechanic, NEIEP, 14 years' experience – Modernization, New Installation –

**Bill Smith** – Mechanic, NEIEP, 14 years' experience – Modernization, New Installation -

**Sam Kelley** – Mechanic, NEIEP, 14 years' experience – Modernization, New Installation -

### Office Personnel

**Tammy Black**, Administrator, 8 years – 704-333-7629

