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Determination on Request to Cancel Award

Matter of: Delaware Elevator, Inc.

File No.: 2024-148B

Posting Date: June 26, 2024

Contracting Entity: Medical University of South Carolina

Solicitation No.: 5400026398

Description: Enterprise-Wide Elevator Maintenance

DIGEST

The Chief Procurement Officer (CPO) grants the Medical University of South Carolina's (MUSC) request to cancel award where MUSC's affiliate, the Medical University Hospital Authority (MUHA), already had contracts in place for the same service. MUSC's request is attached as Exhibit A and incorporated herein by reference.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-1520(7) and Regulation 19-445.2085C. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

The facts pertinent to this decision are:

- On February 15, 2024, MUSC issued a solicitation seeking bids to maintain elevators throughout the MUSC/MUHA system. [Exhibit B] MUSC subsequently issued three amendments to the solicitation, with the last published on April 23, 2024. [Id.]
- The solicitation solicited bids on 9 Lots:
 - Lot 1: Charleston Main Campus, peninsular MUHA and area off-site area locations
 - Lot 2: Marion Medical Center

- Lot 3: Florence Main Tower, South Tower, Surgery Center, and Pavilion C
- Lot 4: Orangeburg Main Hospital and Annex
- Lot 5: Columbia Forest Drive, Columbia Northeast, and Laurel Street
- Lot 6: Kershaw Medical Center
- Lot 7: Elgin Medical Pavilion
- Lot 8: Lancaster Medical Center
- Lot 9: Chester Medical Center
- By the deadline for receipt of bids, MUSC received four bids. [Exhibit A]
- On June 7, 2024, MUSC posted an Intent to Award Lot 1 to Otis Elevator, Inc. (Otis). [Id.] On the same day, MUSC posted an Intent to Award Lots 2 through 9 to Delaware Elevator, Inc. (Delaware). [Exhibit C]
- On April 14, 2024, Otis notified the CPO of its intent to protest and on June 17, 2024, Otis amended its notice to limit it to the intended award of Lots 2 through 5. [Exhibit D] Otis's intent to protest actually states a ground of protest – “because these locations are currently under long term contracts with Otis.”
- On June 17, 2024, MUSC filed a request to cancel the intended awards of Lots 2 through 5 to Delaware. MUSC subsequently submitted documentation showing that in its acquisition of the facilities covered by Lots 2 through 5, MUHA had assumed pre-existing agreements for maintenance on those facilities, including elevator maintenance agreements. [Exhibit E]

DISCUSSION

South Carolina Code of Laws Section 11-35-1520(7) states:

Correction or Withdrawal of Bids; **Cancellation of Awards**. Correction or withdrawal of inadvertently erroneous bids before or after award, or **cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with regulations promulgated by the board**. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted. After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, **all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts, after award but before performance, must be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency**. [emphasis supplied]

Pursuant to this statute, the state adopted Regulation 19-445.2085, which states in relevant part:

C. Cancellation Of Award Prior To Performance.

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new

solicitation issued or the existing solicitation canceled, **if the Chief Procurement Officer determines** in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
 - (2) Specifications have been revised;
 - (3) The supplies, services, information technology, or construction being procured are no longer required;
 - (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
 - (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
 - (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
 - (7) **Administrative error of the purchasing agency discovered prior to performance, or**
 - (8) **For other reasons, cancellation is clearly in the best interest of the State.**
- [emphasis supplied]

Clearly it was administrative error for MUSC/MUHA to solicit bids and post an intent to award a contract for the performance of services already under contract with another vendor. To be obligated to use two different vendors to perform identical scopes of service is nonsensical and creates an absurd situation were MUSC/MUHA must pay both vendors for any service call to avoid a breach of contract, essentially paying double for the same service. Clearly this is not a situation that is in the interest of MUSC/MUHA. Therefore, cancellation of the intended award of a contract to Delaware for Lots 2 through 5 is appropriate both for administrative error and because "cancellation is clearly in the best interest of the State."

Cancellation of the intended award of Lots 2 through 5 does not end the matter. After cancellation of the intended award, MUSC is still faced with the fact that it has an active solicitation. Per Regulation 19-445.2065(B)(1)(c), an invitation for bids may be cancelled after receipt of bids if "the supplies, services, information technology, or construction are no longer required." Based on the facts set forth above and in the attached exhibits the supplies and services for Lots 2 through 5 are no longer needed.

DECISION

For the foregoing reason, the CPO cancels the Intended Award of a contract to Delaware for Lots 2, 3, 4 and 5 and cancels the invitation for bids for these Lots.



John St. C. White
Chief Procurement Officer

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b), states:

- (1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:
- (b) requests for review of other *written determinations*, decisions, *policies*, and *procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

(Emphasis added.) See generally *Protest of Three Rivers Solid Waste Authority by Chambers Development Co., Inc.*, Case Nos. 1996-4 & 1996-5, *Protest of Charleston County School District*, Case No. 1985-5, *Charleston County School Dist. v. Leatherman*, 295 S.C. 264, 368 S.E.2d 76 (Ct.App.1988).

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>

FILING FEE: Pursuant to Proviso 111.1 of the 2023 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
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

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: _____

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.



June 17, 2024

John St. C. White
Division of Procurement Services / SC State Fiscal Accountability Authority
1201 Main Street
Suite 600
Columbia SC 29201

RE: Request to Cancel Award

Dear John:

The Medical University of South Carolina is respectfully requesting a cancellation of Lots 2-5 of Contract 4400034836. An Intent to Award has been published but performance has not begun.

Background

In the summer of 2023, Medical University of South Carolina (MUSC or University) and the Medical University Hospital Authority (MUHA), to maximize its buying power and consolidate its contracts, explored the notion of entering into an enterprise-wide contract for elevator maintenance. This would coincide with the expiration of the current agreement between MUSC Charleston and Otis Elevator Company (Otis) in the Spring of 2024. Being that it involved multiple locations across the state that are exempt from the code and new to the MUHA family presented a host of uncertainties.

As a dress rehearsal, MUSC conducted a smaller, simpler enterprise-wide solicitation for elevator inspection (5400025716. Published 8/17/2023) encompassing the MUSC main campus, off-site Charleston locations and, for the first time, all regional hospitals that were acquired by MUHA between the years 2019 and 2023. This contract was seen as an introduction to the recently purchased locations to the procedure of soliciting contracts under the rules and regulations followed by MUSC Procurement.

In September of 2023, the University reached out to the regional MUHA properties for input on the specifications and needs of their individual locations. In order to increase competition and satisfy the challenges of their locations, MUSC determined the solicitation would be divided into separate lots. Ultimately, it was agreed to solicit as follows:

Lot 1: Charleston Main Campus, peninsular MUHA and area off-site area locations

Lot 2: Marion Medical Center

Lot 3: Florence Main Tower, South Tower, Surgery Center, and Pavilion C

Lot 4: Orangeburg Main Hospital and Annex
Lot 5: Columbia Forest Drive, Columbia Northeast, and Laurel Street
Lot 6: Kershaw Medical Center
Lot 7: Elgin Medical Pavilion
Lot 8: Lancaster Medical Center
Lot 9: Chester Medical Center

During inquiries with the regionals, no mention was made to MUSC of existing contracts. MUSC Procurement was led to believe that any agreements were either nonexistent or month-to-month.

Timeline

January 26th, 2024: Material Management Office (MMO) issued delegation for MUSC to solicit and award Enterprise-Wide Elevator Maintenance invitation for bid (IFB).

February 15th, 2024: IFB 5400026398 published

February 22nd, 2024: Non-Mandatory Virtual Pre-Bid Conference and deadline for receipt of questions.

March 6th, 2024: Amendment 1 published. Due to multiple requests for site visits to all locations in the IFB, accommodations were made to see all listed elevators from March 13th – March 27th.

April 8th, 2024: Amendment 2 published. Revised Bidding Schedule and answer to questions.

April 23rd, 2024: Amendment 3 published. Addition of Repair Hours to Bidding Schedule and new submission deadline of May 9th, 2024

May 9th, 2024: IFB closed with four bids submitted.

June 7th, 2024: Intent to Award published. Lot 1 to Otis (C#4400034835). Lots 2-9 to Delaware Elevator Inc (Delaware)(C#4400034836).

June 10th, 2024: FOIA request received encompassing all information related to the IFB and the award to Delaware.

June 11th, 2024: MUSC Procurement received a call from Taylor Powell, General Manager of Otis for South Carolina. He informed the responsible Procurement Officer of the pending intent to protest the award due to preexisting contracts held by Otis for locations in Lots 2,3,4, and 5. Mr. Powell furnished copies of those contracts (see attached). All contracts were signed by the previous owners of the hospitals before the MUHA acquisitions, and all have auto-renewal clauses.

June 14th, 2024: Intent to Protest filed on behalf of Otis.

June 17th, 2024: Revised Intent to Protest filed on behalf of Otis reflecting that they are only aggrieved by the lots in which they currently have contracts – Lots 2-5.

Conclusion and Recommendation

After many discussions with MUSC and MUHA general counsel, it is internally and unanimously agreed that MUSC/MUHA are fully committed to honoring any preexisting contracts that were legally conveyed to MUHA during the recent acquisitions. Had MUSC Procurement or MUHA Supply Chain been aware that these contracts existed, these locations would not have been included in the IFB. This was entirely an administrative error and was not conducted arbitrarily or capriciously. They were simply overlooked during these complex purchases of the hospitals.

Therefore, MUSC asks that the award be vacated, and the above-referenced solicitation be cancelled for Lots 2,3,4, and 5 as prescribed under 19-445.2085.C.(7) due to an administrative error of the purchasing agency, MUSC.

Our preference would be to cancel these awards prior to a protest being filed. Otis has clearly stated that they would cease their protest should the award be canceled in a timely manner.

Please do not hesitate to reach out should you require more information to help you understand this unique situation.

Sincerely,
Andy Champion
Andy Champion
Procurement Manager

OTIS

Date: March 18, 1996

To: Regional Medical Center of Orangeburg
and Calhoun Counties
3000 St. Matthews Road
Orangeburg, South Carolina 29115

From: OTIS ELEVATOR COMPANY

104 Corporate Blvd.-Suite 409
West Columbia, South Carolina
29169
(803) 739-8013

Equipment Location:

Orangeburg Regional Medical Center
3000 St. Matthews Road
Orangeburg, South Carolina 29115

Proposal Number:

Equipment Description:

Number of Units	Manufacturer	Type of Units	Machine Numbers
4	Otis	Passenger Elevators	501819-22
2	Otis	Cart lifts	501823-24

OTIS EXTENDED COVERAGE MAINTENANCE

We propose to furnish Otis Extended Coverage Maintenance on the equipment ("Units") described above. Otis Extended Coverage Maintenance is a comprehensive preventive maintenance service intended to protect your investment, extend equipment life, and provide optimum performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.



Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will examine the Units using trained personnel directly employed and supervised by us. The examinations will include inspection, lubrication, adjustment, cleaning, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

This Contract includes emergency minor adjustment callback services during our regular working hours.

EQUIPMENT PERFORMANCE STANDARDS, OTIS UNITS

We will make adjustments to the Otis Units in accordance with the original Otis specifications to maintain the original contract speed, the original performance time, including acceleration and deceleration, as designed and installed by Otis, and perform the adjustments required to maintain the original door opening and closing times, or as otherwise mutually agreed within limits of applicable codes.

We will check the group dispatching systems and make tests to determine if circuits and time settings are properly adjusted, and we will make adjustments as necessary for the system to perform as designed and installed by Otis, or as otherwise mutually agreed within limits of applicable codes.

During the term of this Contract, for Units with Otis microprocessor controllers, we will install controller software upgrades developed and released for general distribution since the installation of the existing controller hardware.

EQUIPMENT PERFORMANCE STANDARDS, NON-OTIS UNITS

We will perform an initial equipment performance survey and compare the results with Otis performance standards for non-Otis equipment. The better of the two will be used to establish performance standards for the non-Otis Units. We will make adjustments to the non-Otis Units in accordance with the established standards to maintain the contract speed, performance time, including acceleration and deceleration, and perform the adjustments required to maintain the established door opening and closing times, or as otherwise mutually agreed within limits of applicable codes.

We will check the group dispatching systems and make tests to determine if circuits and time settings are properly adjusted, and we will make adjustments as necessary for the system to perform as established, or as otherwise mutually agreed within limits of applicable codes.

OTIS EXTENDED COVERAGE MAINTENANCE



RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will perform an annual survey of the Units to verify that the Units conform to Otis requirements. We will periodically conduct field audits of our personnel to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support our maintenance organization.

EQUIPMENT AVAILABILITY

We will correct any malfunction that takes any Unit out of service within two (2) regular Otis work days from the day we receive notification of the malfunction. If the Unit is not back in service by such time, as your exclusive remedy, you may request that we credit you in the following month the amount of the monthly maintenance payment allocable to the unit, prorated for the period the unit was out of service. This provision shall not apply to prescheduled component replacements or repairs, repairs delayed for any cause excused elsewhere in this Contract, and repairs to any item or resulting from any cause excluded elsewhere in this Contract.

RESPONSIVENESS

24-HOUR DISPATCHING

We will provide you with our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, our OTISLINE® customer service representative will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

RESPONSE TIME

We will, after a call for service is received by our OTISLINE® dispatching center, have an examiner on your premises on average within the times set forth below. For the purposes of this provision, such averages will be calculated annually on an aggregate basis for all Units for all such calls received during the 12-month period between any two consecutive anniversary dates of the contract.

The average response time during our regular business hours will be 2 hours.

The average response time outside of our regular business hours will be 4 hours.

If during any such 12-month period the average response time exceeds that set forth above, as your exclusive remedy you may request that we credit you in the month following such 12-month period an amount of \$500 per gearless elevator Unit, \$300 per escalator Unit and geared elevator Unit, and \$150 per hydraulic elevator Unit.

GROUP DISPATCHING EVALUATION

We will, at your request and at mutually agreed times, provide you with an evaluation of your elevator system's response to traffic for Units which are controlled by a group dispatching system. The evaluation will include statistical data on average waiting times per elevator bank and per floor during the course of a normal workday in your building.



COMMUNICATION

CUSTOMER REPRESENTATIVE

We will assign a representative to your account who will periodically visit your building and will be available for consultation in any matter relating to the maintenance of the Units. Our representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS® program.

REPORTS

We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you with a copy of our standard customer OTISLINE® report of equipment improvements, repairs, tests, and service calls for the Units, which were received by our OTISLINE® dispatching center.

ON-LINE ACCESS

We will, at your request, provide OTIS CONNECT™ service to allow direct access to the OTISLINE® system from a personal computer that is compatible with OTIS CONNECT™. You will be able to place a service call and review the status of the service call directly from your personal computer. You will also be able to directly access repair and service call history for the Units. We will provide OTIS CONNECT™ communication software, toll-free access, hardware compatibility requirements, and instructions on how to use the system. You will provide a working personal computer equipped with a modem and phone line.

SAFETY AND ENVIRONMENT

SAFETY TESTS - TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

SAFETY TESTS - HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. We will properly dispose of waste materials generated by us in the servicing of the Units. This service is limited to the disposal of lubricants, cleaning materials, paints, and absorbents collected in routine maintenance. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.



SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials not associated with the servicing of the Units in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

OVERTIME

If overtime examinations, repairs or emergency minor adjustment callback services are later requested by you, you agree to pay extra for the overtime bonus hours at our regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.



OTIS SOFTWARE

If any part of the Units delivered or installed under this agreement incorporates computer software, you agree that the transaction is not a sale of such software but a license to use such software solely for operating the Units for which such part was provided. You agree to keep such software in confidence as a trade secret for Otis. Under each license, we authorize you to do only the following: make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, transfer, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software code. You may not sublicense or assign the license for the software nor may you lease the software or any copy of it. You will not transfer possession of such part or equipment except as part of a transfer of ownership of the Units together with an assignment and assumption of rights and obligations under this agreement by the transferee providing that the transferee will be bound by these terms. Assignment will be subject to prior written permission of Otis (which will not be unreasonably withheld).

NON-OTIS SOFTWARE

You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment when affected by building compression or shifting, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment not installed by Otis, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of buried or unexposed hydraulic cylinders or piping. We will not be required to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, including negligence, warranty or otherwise.



CONTRACT PRICE AND TERM

CONTRACT PRICE

THREE THOUSAND ONE HUNDRED TWENTY THREE & 55/100 — dollars (\$ 3,123.55) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually on the anniversary of the commencement of service to reflect increases or decreases in material and labor costs.

A. Material

FOUR HUNDRED EIGHTY THREE & 81/100 ————— DOLLARS (\$483.81)
of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics, for the price adjustment month compared with the index on which was

B. Labor

TWO THOUSAND SIX HUNDRED THIRTY NINE & 74/100 — DOLLARS (\$2,639.74)
of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on December 1, 1994, which was 25.34 . The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be May 1, 1996 . The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date. ~~check~~

The method of payment will be "check"
~~copy of check from your business bank account~~

You agree to pay, in addition to the Contract Price, any tax (including, but not limited to, sales, use or excise tax) imposed upon us, our suppliers or you by any existing or future law, statute, court decision, rule or regulation in connection with the services to be provided or the installation or replacement of any parts or materials by us.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

OTIS EXTENDED COVERAGE MAINTENANCE



SPECIAL PROVISIONS

"You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure."

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Accepted in Duplicate

Submitted by:

Otis Representative

CUSTOMER

Approved by Authorized Representative

Date: April 3, 1996

Signed: X Donnie Wilmer

Print Name: Donnie Wilmer

Title: Director of ENG/IMET

Name of Company: THE REGIONAL Medical Center of Oronokeburg & Carlisle Counties

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 4/24/96

Signed: James Christensen

Print Name: James Christensen
Manager of

Title: Contractual Processing

OTIS EXTENDED COVERAGE MAINTENANCE

MNT-OMG-4



OTIS

DATE: 09/30/2013

TO:

Carolinas Hospital
121 East Cedar Street
-
Florence, SC 29506

FROM:

Otis Elevator Company
1306 D Enterprise Ave
Myrtle Beach, SC 29577

EQUIPMENT LOCATION:

Carolinas Hospital
805 Pamplico Hwy
Florence, SC 29505

Kevin Telga

Phone: (843) 448-4471
Fax: (860) 998-3806

PROPOSAL NUMBER: ABL306

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
4	GEARED	DOVER	Cedar #4 Diet, Cedar 1A Pass., Cedar 2B Pass, Cedar #3 Patien	F41382, F41379, F41380, F41381
8	GEARED	OTIS ELEVATOR COMPANY	Main #13 Staff, Main #12 Staff, Main #7 Staff, Main #6 Staff, Main Hsp #11, Main Hsp #10 , Main Hsp #9, Main Hsp #8	508455, 508454, 508453, 508452, 508451, 508450, 508449, 508448
4	HYDRAULIC	DOVER	South Tower #17, South Tower 16, South Tower #15, South Tower #14	D00904, D00903, D00902, D00900
5	HYDRAULIC	OTIS ELEVATOR COMPANY	Mall B #4B, Mall B #3A, Mall A #2B, Mall A #1A, Trauma Car #5	454858, 454857, 454856, 454855, 508665
3	HYDRAULIC	SCHINDLER	ASC Car#3, ASC Car#2, ASC Car#1	F43015, F43019, F43020
2	HYDRAULIC	THYSSEN	Mall C #1A, Mall C #2B	AA1567, AA1568

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e[®]Service and our OTISLINE 24-hour, year-round dispatching

service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS® program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS - e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS - TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

SAFETY TESTS - HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM - 4:30 PM.

Regular working days: Monday - Friday excluding holidays.

OVERTIME

On all Callbacks, Otis will absorb overtime premium portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

ADA Telephones

ADA telephone hardware shall be covered under this agreement. The phone line, acts of misuse or vandalism are not.

Overtime Callbacks included on the following elevators only:

This paragraph overrides page 4 of 8 Overtime on call backs. On callbacks, Otis will absorb overtime premium portion on the following units only:

Main Tower

Cars 5,6,7,12 &13

South Tower

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Cars 16 & 17

Cedar Tower

Cars 3 & 4

Rupture valve test included

Annual price adjustment cap 3%

Non-performance clause (90) days included on page 8 of 9

CONTRACT PRICE AND TERM

CONTRACT PRICE

Six thousand two hundred fifty dollars (\$ 6,250.00) per month, payable Quarterly

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs. The percentage increase of the Contract will not exceed 3.00 %.

A. Material

Six hundred twenty-five dollars (\$ 625.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 06/01/2013 which was 211.900 .

B. Labor

Five thousand six hundred twenty-five dollars (\$ 5,625.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2013 which was 66.058 . The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 11/01/2013.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

Nonperformance Clause

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

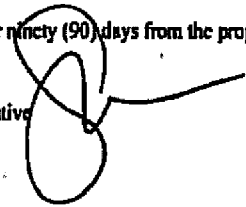
Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Kevin Telga
Title: Sr. Sales Executive



Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: 10/15/13

Date: 10-15-13

Signed: [Signature]

Signed: [Signature]

Print Name: Darcy [Signature]

Print Name: Christopher J. Vanairsdale

Title: CEI

Title: Otis Elevator Company
General Manager

E-mail: -

Name of Company _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

OTIS MAINTENANCE

OTIS

United Technologies

DATE: 04/22/2016

TO:
Marion County Hospital
2829 E. Highway 76
Mullins, SC 29574

FROM:
Otis Elevator Company
1306 D Enterprise Ave
Myrtle Beach, SC 29577

EQUIPMENT LOCATION:
Marion County Hospital
2829 E Highway 76
Mullins, SC 29574

Kevin Telga
Phone: 8434884471
Fax: 8609281806

CONTRACT NUMBER: TMB05017

CONTRACT DATE: 03/01/2015

We propose the following modification to the Contract referred to above, to take effect as of: 05/01/2016

State of South Carolina Category 5 Rupture Valve Test

As part of the existing contract Otis Elevator shall include the required State of South Carolina Category 5 Rupture Valve Test at no additional charge to the customer. This test shall be included as part of the maintenance agreement.

The National Agreement terms & conditions as well as the discount below shall remain in effect. We are only including the above test at no charge.

National Agreement

Customer understands and agrees that this Maintenance Agreement will be subject to all the terms and conditions of the NATIONAL AGREEMENT between Otis and HEALTHTRUST/HPG(OLD CONSORTA) including eligibility for the National Operating Discount of 10.00 percent and the other benefits described therein.

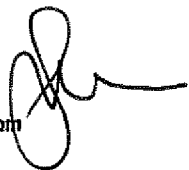
The national quantity discount will be determined by the total number of units under Otis Extended Full Coverage Maintenance Contracts with Customer who have executed this agreement referencing the OTIS NATIONAL AGREEMENT.

Notwithstanding the foregoing, it is understood and agreed that in the event the National Agreement expires or is terminated prior to the expiration of this Agreement, this Agreement shall continue in full force and effect in accordance with the provisions contained herein.

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years until 12/31/2023, and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Kevin Teiga
Title: Sr. Sales Executive
E-mail: kevin.teiga@otis.com



Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 6/8/16

Signed: *Parkes Coggins*

Print Name: Parkes Coggins

Title: Chief Executive Officer

E-mail: _____

Name of Company: _____

Otis Elevator Company

Approved by Authorized Representative

Date: 6/13/2016

Signed: *Joseph Campbell*

Print Name: Joseph Campbell

Title: General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

PO# 70590

CONTRACT ADDENDUM

 *
 * PURCHASE ORDER NO. 70590 *
 *

DATE: 6/10/16

TO 0047
OTIS ELEVATOR COMPANY

SHIP TO
CAROLINAS HOSPITAL SYSTEM
OF MARION
2829 EAST HWY 76
MULLINS, SC 29574

BILL TO
CAROLINAS HOSPITAL SYSTEM
OF MARION
PO DRAWER 1150
MARION, SC 29571

PHN: 000- ID:
FAX:
A/C:

PHN: 843-431-2490
FAX: 843-431-2499

PHN: 843-431-2000
FAX: 843-431-2499

TERMS: 01 Net 30 DAYS FREIGHT: 01 FOB HOSPITAL/DESTINATION EXPECTED DATE 6/10/16 ORDERED BY: JMCOLLIN

LINE	QTY	U/M	ITEM#	VND. CATALOG# MFG ID-NUMBER	DESCRIPTION	ORD. PRICE	EXTENSION	DEPT/GL#
001	1	EA	9999999	TMB05017	REPTURE VALVE TEST	.00	.00	331 7331573

CONTRACT MODIFICATION OF THE CATEGORY 5 REPTURE VALVE TEST
CONTRACT # TMB05017
SEE ATTACHED

1

SUBTOTAL : .00
TAX : .00
TOTAL AMOUNT : .00

AUTHORIZATION

Jacelin Collins

If shipping charges contractually apply, ship bill 3rd party via Acct Number 569135788 FOB destination. If combined shipping weight exceeds 150 pounds, Call 1-888-457-5851 for Carrier instructions, prior to shipping.
opt\Freight 3-rd party account number 569135788

OTIS

DATE: November 26, 2012

TO:

Providence Hospital
2435 Forest Drive
Columbia, SC 29204

FROM:

Otis Elevator Company
101 Corporate Blvd. – Suite 105
West Columbia, SC 29169

EQUIPMENT LOCATION:

Providence NE Hospital
Gateway Corporate Blvd.
Columbia, SC 29203

Contact:

Burt Yankowitz
Phone – (803)242-5180
Fax- (860)353-0438

PROPOSAL NUMBER: QBY1

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
4	Kone	Geared	C40273,C40274,C40275, C40273,
1	Kone	Hydraulic	C40283

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment (“Units”) described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

This Contract includes emergency minor adjustment callback services during our regular working hours.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

COMMUNICATION

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS® program.

REPORTS – e*SERVICE

We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

MAINLINE DISCONNECTS

You agree to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

OVERTIME

If overtime examinations, repairs or emergency minor adjustment callback services are later requested by you, you agree to be charged extra for the overtime bonus hours at our regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance

companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

SPECIAL PROVISIONS

National Agreement - Health Care - Premier

Customer understands and agrees that this Maintenance Agreement will be subject to all the terms and conditions of the NATIONAL AGREEMENT between Otis and Premier including eligibility for the National Operating Discount and the other benefits described therein.

The national quantity discount will be determined by the total number of units under Otis Extended Full Coverage Maintenance Contracts with Customer who have executed this agreement referencing the OTIS NATIONAL AGREEMENT.

Notwithstanding the foregoing, it is understood and agreed that in the event the National Agreement expires or is terminated prior to the expiration of this Agreement, this Agreement shall continue in full force and effect in accordance with the provisions contained herein. Should Customer's membership with Premier be discontinued by termination, expiration or other events, the customer will no longer have access to the National Operating Discount or other benefits referred to in the Otis/Premier agreement.

Premier volume discount is currently at 8%

New Contract Price -	\$ 4,250.00 monthly
Premier discount - 8% -	\$ 340.00
2013 Price	\$ 3,910.00 monthly

Annual Price Adjustment

This contract will be capped at 4% annual increase.

Overtime Callbacks

Overtime emergency minor adjustment callbacks are not included under the National Agreement.

Travel Time and Expenses if applicable

In the event of trouble calls between our regular examinations, you agree to pay us extra for travel time and expenses, at our regular billing rates, from the dispatching point to the building under contract and return.

Equipment Performance Standards

We will perform an initial equipment performance survey and compare the results with Otis performance standards for non-Otis equipment. The better of the two will be used to establish performance standards for the non-Otis Units. We will make adjustments to the non-Otis Units in accordance with the established standards to maintain the contract speed, the performance time, including acceleration and deceleration, and perform the adjustments required to maintain the established door opening and closing times, or as otherwise mutually agreed within limits of applicable codes.

We will check the group dispatching systems and make tests to determine if circuits and time settings are properly adjusted, and we will make adjustments as necessary for the system to perform as established, or as mutually agreed within limits of applicable codes.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

Term

Acceptance of this Agreement shall extend the term from the prior Otis Maintenance Agreement six (6) years from January 1, 2013 to December 31, 2018 which shall then continue for each succeeding five (5) year period. Either party may terminate the subject local Otis Maintenance Agreement at the end of the specified extended term or at the end of any subsequent five (5) year period by giving the other party notice ninety (90) days prior written notice.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four Thousand Two Hundred Fifty and 00/100 Dollars (\$4,250.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

A. Material

Four Hundred Twenty-Five and 00/100 Dollars (\$425.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **9/1/12** which was **217.400**.

B. Labor

Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$3825.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **1/1/12** which was **\$ 64.133**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be **January 1, 2013**. The Term of this Contract will be for **six (6)** years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a annual basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: _____
Burt Yankowitz

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 11/27/12

Signed: X 

Print Name: George A. Zaca

Title: President + CEO

E-mail: George.Zaca@Providencehospitals.com

Name of Company: Providence Hospitals

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 11/29/12

Signed: 

Print Name: Chris Vanairsdale

Title: General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
 (Name of Principal or Owner)



MEDICAL UNIVERSITY OF SOUTH CAROLINA

Invitation For Bid

Solicitation: 5400026398
 Date Issued: 02/15/2024
 Procurement Officer: Andy Champion
 Phone: 843-792-1300
 E-Mail Address: champiow@musc.edu
 Mailing Address: 1 South Park Circle, Ste 402
 Charleston, SC 29407

Exhibit B

DESCRIPTION: **ENTERPRISE WIDE ELEVATOR MAINTENANCE**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina (MUSC)**

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

SUBMIT OFFER BY (Opening Date/Time): **03/15/2024 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/22/2024 5:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One electronic copy via SCEIS.** (See "On-line Bidding Instructions" provision.)

CONFERENCE TYPE: **NON-MANDATORY Virtual Pre-Bid Conference**

DATE & TIME: **02/22/2024 10:00 AM EST**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **MS Teams. Please email champiow@musc.edu before 4:00 PM EST 02/21/2024 for link. Site visits by appointment only.**

AWARD & AMENDMENTS

Award will be posted on **03/20/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>_____</p> <p>Area Code - Number - Extension Facsimile</p> <p>_____</p> <p>mail Address E-</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>___ Payment Address same as Home Office Address</p> <p>___ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>___ Order Address same as Home Office Address</p> <p>___ Order Address same as Notice Address (check only one)</p>
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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	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>___ Calendar Days (%)</p>
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):
 Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:
 Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws

I. SCOPE OF SOLICITATION

The Medical University of South Carolina (MUSC) is seeking qualified contactors to perform routine maintenance and repairs on its elevators throughout the enterprise. A list of all elevators and their locations can be found in Attachment A of this solicitation. This will include all passenger elevators, dumbwaiters, freight elevators and handicap and mechanical lifts.

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

This is a one (1) year contract with four (4) one (1) year renewal options. The maximum contract life is five (5) years.

Start date: 4/01/2024 End date: 03/31/2029.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

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 (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]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (MODIFIED)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [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]

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]

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

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

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 body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORKPLACE 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 (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

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]

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within **fifteen days** of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within **seven business days** of the date the award notice is posted, and (ii) submit your actual protest within **fifteen days** of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

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]

Openings are conducted virtually. Please contact Procurement Manager at champiow@musc.edu to obtain link if you wish to join.

QUESTIONS FROM OFFERORS (FEB 2015)

- (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

Please address emails to champiow@musc.edu and put the solicitation number and name in the subject line.

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 (MODIFIED)

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

(b) 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)]

(c) 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].

(d) 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.

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

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in

the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [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: <https://scemd.org/closings/>
[02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with

the clause titled "ON-LINE BIDDING INSTRUCTIONS." **Paper offers are discouraged.** If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

Please email the Procurement Officer if you intend to submit a paper copy.

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 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

<https://procurement.sc.gov/doing-biz/registration>

[02-2A145-1]

This process may take up to thirty (30) business days.

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: **See Cover Page One for information.**

Location of Pre-Bid/Proposal Conference: **MS Teams.**

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]

This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal is to identify items that are in error, unclear, or unduly restrictive as well as discussing the terms and conditions and submittal process.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

OFFERING BY LOT (JAN 2006):

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer on line! See 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 under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you encounter problems submitting your bid, you may:

- i. contact the SCEIS Service Desk at (803) 896-0001 (select option 1 for SCEIS help); or,
- ii. submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

[02-2B105-2]

PROTEST - CPO - MMO ADDRESS (MODIFIED)

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,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

SITE VISIT (MODIFIED)

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

Date, Start Time and Location: See Cover Page One for the date, time and location of the pre-proposal conference

UNIT PRICES REQUIRED (JAN 2006)Y

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

III.SCOPE OF WORK/SPECIFICATIONS

MUSC is seeking qualified contactors to perform routine maintenance and repairs on its elevators throughout the enterprise. A list of all elevators and their locations can be found in Attachment A of this solicitation. This will include all passenger elevators, dumbwaiters, freight elevators and handicap and mechanical lifts.

NOTE: The solicitation is broken into individual lots. Offerors are only required to bid on the location in which they wish to service.

Contractor will furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts or component replacements, and repairs to keep the elevators in continuous use at their established capacity and efficiency and for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements.

1. Overview

a. **The following preventative maintenance tasks must be completed in addition to the OEM preventative maintenance schedule:**

- i. Regularly and systematically inspect, adjust, clean, lubricate, and when conditions warrant, repair or replace: machines, motors, generators, machine brakes and controller parts including but not limited to worms, gears, thrust bearings, seats, commutators, rotating elements, coils, contacts, resistors, magnet frames. Contractor shall also inspect, adjust, clean, lubricate and when necessary repair or replace interlocks, car and hatch door operators and hangers, door closer and signal systems. Leaks will be immediately repaired (i.e. overflow of liquids into drip pans or from reservoirs).
- ii. Keep the guide rails properly lubricated, secured, and aligned at all times except where roller guides are used and when necessary, renew guide shoe gibs or roller guides in order to assure smooth and quiet operation.
- iii. Periodically examine all safety devices and governors and equalize the tension on all hoisting ropes, cables, and or belts. All safety tests required by ANSI-A17.1 shall be performed when due and in the presence of a State/Agency official or the MUSC Maintenance Contract Manager. The Contractor must have the ability to monitor the belted elevators to ensure proper operation, safety and performance.
- iv. Renew all wire ropes, cables, and belts as often as necessary to maintain an adequate safety factor and repair and/or replace conductor cables.
- v. Use lubricants equal to or better than the quality specified by the manufacturer of the equipment.
- vi. Examine, lubricate, adjust, repair and replace the following: Replace fuses associated with elevator electrical services:
 - a. Interlocks
 - b. Car and Hatch Door Operators
 - c. Car and Hatch Door Hangers
 - d. Door Closers
 - e. Signal Systems (these have been noted as a persistent problem and require prompt attention)
- vii. Replace fuses associated with elevator electrical services.
- viii. Replace defective car telephones. Car telephones are supplied by Contractor

2. Schedule of Maintenance Operations

- a. Preventative Maintenance

- i. Contractor must supply MUSC/MUHA with documentation of Original Equipment Manufacturers (OEM) preventative maintenance schedule for each elevator on campus. Preventative maintenance for all elevators must comply with the OEM standard. An Alternate Equipment Management (AEM) plan may be presented to MUSC/MUHA for elevator preventative maintenance. All AEM programs must be approved by MUSC/MUHA prior to implementation. The following preventative maintenance tasks must be completed in addition to the OEM preventative maintenance schedule. A monthly report indicating that the full Preventative Maintenance operations have been completed must be submitted to MUSC/MUHA each month.
 1. Regularly and systematically inspect, adjust, clean, lubricate, and when conditions warrant, repair or replace: machines, motors, generators, machine brakes and controller parts including but not limited to worms, gears, thrust bearings, seats, commutators, rotating elements, coils, contacts, resistors, magnet frames. Contractor shall also inspect, adjust, clean, lubricate and when necessary repair or replace interlocks, car and hatch door operators and hangers, door closer and signal systems. Leaks will be immediately repaired (i.e. overflow of liquids into drip pans or from reservoirs).
 2. Keep the guide rails properly lubricated, secured, and aligned at all times except where roller guides are used and when necessary, renew guide shoe gibs or roller guides in order to assure smooth and quiet operation.
 3. Periodically examine all safety devices and governors and equalize the tension on all hoisting ropes, cables, and or belts. All safety tests required by ANSI-A17.1 shall be performed when due and in the presence of a State/Agency official or the MUSC Maintenance Contract Manager.
 4. Renew all wire ropes, cables, and belts as often as necessary to maintain an adequate safety factor and repair and/or replace conductor cables.
 5. Use lubricants equal to or better than the quality specified by the manufacturer of the equipment.
 6. Examine, lubricate, adjust, repair and replace the following:
 - a. Interlocks
 - b. Car and Hatch Door Operators
 - c. Car and Hatch Door Hangers
 - d. Door Closers
 - e. Signal Systems (these have been noted as a persistent problem and require prompt attention)
 7. Replace fuses associated with elevator electrical services.

- b. The following services are to be performed at least **once per month** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following shall be required.
 - i. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
 - ii. Inspect and wipe clean all motors, machines, gearboxes and generators using an approved solvent.
 - iii. Inspect controllers, selectors, selector drives and governors.
 - iv. Clean direction and accelerating switches.
 - v. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
 - vi. Lubricate selector drive screws and guides and clean contacts if necessary.
 - vii. Check, repair and replace as necessary all floor enunciators and all other elevator signals (including bulbs) on the inside and outside of the elevator cars.
 - viii. Check car fan motors for proper operation.
 - ix. Inspect drive and secondary sheaves, clean if required.
 - x. Check bearings for proper operation and wear.
 - xi. Check machine gear oil
 - xii. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.

- xiii. Thoroughly examine and clean starter and control panels.
 - xiv. Examine and clean the buffers. Oil if necessary. Perform “hand test” of plunger return.
 - xv. Examine car and counterweight wire hoist ropes and governor for wear and condition. Examine belts and Re-Belt if necessary Re-rope if necessary.
 - xvi. Clean car top and pit.
 - xvii. Test firefighters’ service operation, telephone communications and emergency car light and alarm bell shall be tested and documented monthly to be sure it is functioning
 - xviii. Replace burned out light bulbs in elevator pits and car tops.
 - xix. Test and maintain elevator cab phones. Replace phones beyond repair with one selected by MUSC Contract Administrator.
 - xx. Renew gibs or rollers when necessary. Lubricate sliding guide shoes
 - xxi. Check brushes and rush holders
 - xxii. Clean and lubricate automatic slow down and stopping switches on top of cars.
 - xxiii. Inspect, clean, and lubricate car guides (unless roller guides are used).
 - xxiv. Examine all wire ropes and belts and fastenings.
- c. The following services are to be performed at least **once every two months** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:
- i. Check brushes and brush holders.
 - ii. Clean and lubricate automatic slow down and stopping switches on top of cars.
 - iii. Inspect, clean, and lubricate car guides (unless roller guides are used).
 - iv. Examine all wire ropes/cables/belts and fastenings.
- d. The following services are to be performed at least **once per quarter** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:
- i. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.
 - ii. Clean hoist way pits and inspect equipment in them.
 - iii. Check, clean and adjust operation of slowdown and limit switches.
 - iv. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
 - v. Check retiring cam operations and make necessary adjustments or corrections.
 - vi. Examine traveling cables and belts for wear and position.
 - vii. Seal any machine gear oil leaks, and examine gear teeth for cutting or noise.
 - viii. While riding on top of cars, physically check condition and operation of door locking equipment.
 - ix. Examine door closer equipment
 - x. Examine car and counterweight guide shoe and fastenings
 - xi. Clean and lubricate hatch door hanger tracks and door arms
 - xii. Inspect car station cover. Blow out, clean and replace switches and buttons when necessary.
 - xiii. Inspect and maintain elevator pit sump pumps, if installed.
 - xiv. All parts subject to rust will be painted as required to maintain a presentable appearance.
- e. The following services are to be performed at least **twice a year** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:
- i. Blow out, vacuum and wipe clean all motors, generators and exciter commutators. Check, adjust and clean brushes and brush holders. Renew or reset brushes as necessary.
 - ii. Check and adjust rope/belt tension.
 - iii. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.
 - iv. Clean door channels.

- f. The following services are to be performed at least **once per year** or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at the specified performance levels. Documentation of the following is required:
 - i. Inspect brake operation. Check shoe-to-brake pulley clearance and adjust as required for proper operation. Clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary. Clean pulley, as necessary.
 - ii. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
 - iii. Refill machine gear oil with fresh oil as necessary.
 - iv. Clean rails, hatch walls, overhead sheaves and beams. Check bracket bolts for tightness.
 - v. Fire alarm testing per NFPA.

3. Exclusions

- a. The following items are not included under Preventive Maintenance and are not included in the cost for such service. Elevator equipment associated items on this list may be requested. If so, prevailing labor and material rates established in the Bid Schedule will be used as a basis for a total dollar amount to be paid by purchase order. Contractor shall be requested to furnish a written quotation prior to the commencement of work. This quote will separate materials and labor charges. MUSC/MUHA will not be obligated to issue other repair work to the contractor and may seek other quotations. MUSC/MUHA shall exercise care with regards to work performed by another contractor and that impact on warranties and guarantees.
 - i. Car enclosure including removable panels, door panels, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs for general area car lighting, and floor coverings.
 - ii. Replace car guide rails.
 - iii. Hoist way enclosure, hoist way gates, doors, frames and sills (Note: Hoist-way door operators, controls and safeties are included in this contract).
 - iv. Repair hoist way structure, including landing sills.
 - v. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor or his representatives or employees or by reasons of any other cause beyond the control of the contractor except those made necessary by ordinary wear and tear.
 - vi. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal or other authorities.
 - vii. Main line power switches, breakers and feeders to the controller.
 - viii. Underground and/or buried piping and jack casing.
 - ix. Replace outer housing of hydraulic jack.
 - x. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
 - xi. Smoke and fire sensors with related control equipment not specifically of the elevator controls.
 - xii. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
 - xiii. Emergency power plant and associated contacts.

4. Call Back Services

- a. **Elevator Types** - See Attachment A for a complete list of all elevators of each type.
 - i. Critical Elevators are defined as essential to patient transport and safety or essential to organization operations.
 - ii. Non-Critical elevators are all other elevators that do not require an immediate response to maintain organizational function.
- b. **Service Calls** - Normal working hours are defined as 7 am – 5 pm, Monday through Friday.
 - i. **Service Call Response** - Response time is defined as the elapsed time between the service call and the Contractor's arrival at the elevator in need with appropriate equipment/tools. MUSC/MUHA shall be billed at agreed upon contracted rate only for work that occurs after normal working hours. The Contractor shall provide twenty-four (24) hour answering service. An answering machine shall not be substituted for this requirement.

- ii. **Service Call Coverage** - The Contractor shall provide Service Coverage that can support preventative maintenance and respond Service Calls simultaneously to any of the elevators under this contract during normal working hours. The Contractor shall provide Service Coverage that can respond to one Critical or Emergency Call to any of the elevators under this contract within one (1) hour after normal working hours.

c. Service Call Types & Response Times

- i. Patient-Critical Service Calls are defined as elevator failures or operational problems that render Patient Critical Elevators unusable.
 - 1. Patient-Critical Service Calls shall have a response time of one (1) hour from 7:00 am to 7:00 pm, Monday through Friday and two (2) hour at all other times.
- ii. Critical Service Calls are defined as elevator failures or operational problems that render any Critical elevators unusable.
 - 1. Critical Service Calls shall have a response time of one (1) hour during normal working hours and two (2) hours at all other times.
- iii. Emergency Service Calls are defined as any stranded elevators carrying passengers.
 - 1. Emergency Service Calls shall have a response time of one (1) hour during normal working hours and two (2) hours at all other times.
- iv. Routine Service Calls are defined as Normal, non-critical elevator shutdowns or problems that do not affect basic operation such as doors sticking, indicator lights out or other problems that do not hinder the elevator from being operated safely. It is intended that Routine Calls be handled as soon as practical within twenty-four (24) hours and may be deferred outside the twenty-four (24) hour time limit as long it is agreed to by MUSC/MUHA.
 - 1. The Contractor shall provide two-hour (2) call back response twenty-four (24) hours per day, seven (7) days per week, for all elevators not defined as “critical.”
 - 2. The Contractor is advised that a situation might arise whereas a Non-Critical Elevator failure may need to be repaired after the designated hours of Monday through Friday or on weekends due to events or needs of MUSC/MUHA. In these cases, the Contractor will be allowed to bill their normal overtime rate for the time the Elevator Technician is required to repair the problem.
 - 3. If a service will be charged, the 24-hour Call Center shall notify the Maintenance Contract Manager that the work would be charged before responding. Under no circumstances shall any travel time, mileage, or other expenses be charged to MUSC/MUHA under this contract. All parts and supplies for repairs are covered in the maintenance portion of this contract.

5. Contractors’ Requirements and Responsibility

a. Acceptance of Elevators – Pre-Maintenance Repair

- i.) The Contractor agrees that by their own inspection all elevators covered by this contract are in suitable condition (meeting original manufacturer’s standards) for acceptance under the maintenance contract.
- ii. b) The Contractor shall not claim extra charges during the life of the contract for parts or service that may have been needed for maintenance of the elevators prior to award of this Contract.
- iii. c) MUSC/MUHA may elect to have the current contractor perform all or part of any repairs prior to the establishment of this contract, if such repairs are necessary. However, the Agency reserves the right to have the repairs performed by another party prior to turning the elevators over to the Contractor for maintenance.

b. Performance Conferences and Reports

- i. The Contractor shall, at intervals of no longer than thirty (30) days from the initiation date of this contract, schedule and meet with MUSC/MUHA to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Contractor shall furnish MUSC/MUHA a written schedule when major service resulting in downtime shall be performed at least thirty (30) days prior to service requirements.

- ii. The Contractor shall submit a monthly written performance report to the Maintenance Contract Manager. This monthly report is due no later than the tenth day of the following month and shall include a list of each elevator by building indicating the date the elevator was serviced during that month. When services other than routine maintenance are performed, a brief description of services rendered should be included. Request report shall be submitted electronically.
 - iii. The Contractor shall report weekly in writing to the appropriate location representative any current elevators out of service and/or status of repairs in process.
 - iv. All service calls shall be tracked through the MUSC/MUHA AiM work order system. Contractor shall electronically complete each service call via web browser or iOS app within five (5) normal working days.
 - v. All Preventive Maintenance work shall be documented and submitted on a monthly basis. Documentation shall include MUSC/MUHA elevator numbers, technician names, specific tasks performed, issues encountered and repairs made. Contractor shall submit a sample of documentation to MUSC/MUHA for approval.
 - vi. At each annual renewal, the Contractor shall provide a survey of the condition of MUSC/MUHA's elevators. The survey shall be an information report to identify equipment which (1) is obsolete and (2) items requiring upgrading or near term replacement. Contractor shall submit a sample of documentation to MUSC/MUHA for approval.
 - vii. Contractor must be capable of consolidated billing for MUSC and all MUHA locations. Contractor shall submit invoices monthly for maintenance services performed during the preceding month. MUSC/MUHA will not pre-pay for services. All invoices must include the MUSC/MUHA PO number. Invoices for work not covered by the monthly contract fee must include AiM work order number and MUSC/MUHA PO number. Invoices other than the regular monthly fee that do not include an AiM work order number will not be paid. Contractor shall submit a sample invoice to MUSC/MUHA for approval.
- c. **Contractor Representative**
- i. The Contractor shall submit the following information to the Facilities Manager(s) or designees within five (5) days of the start of the contract:
 - 1. The title, address, and telephone number of one (1) individual within its organization who will act as the single point of contact for MUSC/MUHA. All correspondence, official notices and requests related to the Contractor's performance under the contract will be addressed to this individual. The Contractor may change or substitute the name of the individual described above provided that the Facilities Manager or designee is notified immediately.
- d. **Certification:** The Contractor shall submit certification to the Medical University of South Carolina, Engineering & Facilities to show evidence of successful completion of the One (1) Year and Five (5) Year Inspection and Testing in accordance with ASME/ANSI A17.1 and as further specified in this contract.
- e. **Inspections and Tests** - The contractor shall perform routine and periodic inspections and tests of all equipment at the frequency required by South Carolina Elevator Code and as stated in ASME/ANSI A17.1 following the procedures set forth in ASME/ANSI A17.2 and as specified below. The contractor must provide written verification that all inspections have been performed in accordance with the current Elevator Code requirements.
- i. **One (1) Year Inspections and Tests:** The Contractor shall, at intervals of no longer than one (1) year from the initiation date of this contract perform the periodic inspection and tests as outlined in

ASME/ANSI A17.1 as well as Fire Alarm testing based on NFPA guidelines (which is to be coordinated with the fire alarm contractor).

- ii. **Five (5) Year Inspections and Tests:** The Contractor shall, at intervals not longer than five (5) years from the date of the last five (5) year test and inspection as determined by stamped or marked date on the attached metal tag on the equipment, perform the inspection and tests outlined in ASME/ANSI A17.1. The contractor shall provide a projected a schedule within 90 days dates for all units.
 - iii. **Elevator Phone Testing:** The Contractor will conduct an annual test of all campus elevator phones. The test shall be performed in conjunction with the communication operators.
 - iv. **Running Safety Testing:** Notification must be given in writing ten (10) days prior to conducting running safety tests.
 - v. **Fire Alarm Testing** – The Contractor shall provide support for fire alarm testing one Saturday per month for up to twelve (12) hours with no additional charge for MUSC Florence. All Other locations can be completed during normal business hours.
 - 1. Monthly reports for Fire Alarm Testing shall be provided for each location to the appropriate representative.
 - vi. Load Testing and repairs should not be completed by Maintenance Technicians. There should be separate personnel to repairs and load testing brought on site.
- f. Removal of elevators from service shall be coordinated with and approved by MUSC/MUHA. To the extent possible, all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building operation. All other work under this Agreement will be performed during normal work hours (7:00 am-5:00 pm), Monday through Friday.
- g. No elevator will be taken out of service during the normal business day without prior notification to MUSC/MUHA, except in emergencies. Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor employees.

6. Performance Requirements

- a. It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should MUSC/MUHA find through its own investigation or that of the company representative that those standards are not being maintained, the contractor will be given fourteen (14) days' notice via a cure letter to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for possible termination of the contract by reason of default, at the option of the State of South Carolina.
- b. The following are performance levels which are a part of the original design and which shall be maintained at all times:
 - i. Current speed of all elevators, dumbwaiters and handicap lifts shall be maintained. Hydraulic elevators within 10% of contract speed, relay logic traction within 5% and microprocessor within 3%.
 - ii. Leveling accuracy of all elevators shall be maintained at all times.
 - iii. Opening and closing times of all hoist way and car doors shall be maintained within limits of ANSI A17.1 yet assuring minimum standing time at each floor.
 - iv. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
 - v. Variable car and hall door open times shall be maintained or adjusted as may be requested by the State or MUSC/MUHA.

- vi. Elevators designed to operate under group supervisory systems shall operate at all times in accordance with original design. The contractor shall be required to periodically test these systems no less than semiannually and submit to the Medical University of South Carolina test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.
- vii. Performance levels of elevator operations (i.e., cycle times, door opening speed, door closing speeds, etc.), as determined by Code (ASME/ASTM A17.1 Elevator code) must be maintained:
 1. Cycle Time is the elapsed time in seconds from car doors starting to close until the doors are fully open at the next floor in a one (1) floor run of approximately 12'0".
 2. Door Open Time is the elapsed time in seconds from the time the car door starts to open after arriving at a landing until they are fully open.
 3. Door Close Time is the elapsed time in seconds from the time the car doors start to close after a call is initiated until they are fully closed with the interlock engaged.

7. Spare Parts

- a. The contractor shall maintain a supply of spare parts sufficient for maintenance and repair of the elevators. The Contractor shall have on hand or have next-day access to, at all times, a sufficient supply of emergency parts for repair of each elevator.
- b. These spare parts and lubricants shall be of equal to or better than original manufacturer's parts.
- c. All used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.
- d. Emergency parts that are not available for overnight delivery shall be stored in a nearby location. Contractor shall identify location of warehouse for major components such as rotating elements, stators, worms and gears, drive sheaves, etc. The elevator service Contractor shall likewise certify that it is not financially (or otherwise) encumbered with any vendor or supplier in any manner that would now or at any time during the term of this contract limit the elevator service Contractor's ability to obtain original equipment manufacturer's parts, and lubricants.
- e. Contractor shall provide a detailed list of parts available or readily available with bid packet.
- f. All patient transport elevators must have spare parts available for immediate repair. These components can be stored in a nearby warehouse.

8. Minor Vandalism

- a. The contractor shall be responsible for repairing minor vandalism and/or nuisance that may occur such as items that might fall under this category are keys or phone in the elevator, a cart bumping the door and knocking it out of alignment, dirt in tracks keeping doors from closing, etc.

9. Running on Arrival/Pit Retrieval

- a. During normal business hours, any calls that result in running on arrival or Pit Retrieval will not be charged to the owner. Running on Arrival and Pit Retrieval calls after normal business hours shall be considered Routine and shall have a response time of two (2) hours after normal working hours.

10. Signage

- a. The Contractor will place "Out of Order" signs on any elevator that is being worked on for normal maintenance or correcting a problem. The signs shall be placed in the proximity of the elevator or all floors served by that elevator. They shall be professionally printed and no smaller than six (6) inches by six (6) inches. If the elevator can be placed back into operation in less than thirty (30) minutes the signs will not be required. The Contractor will remove all signs when the elevator is placed back into service.

11. Continuation of Service

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

12. Right to Inspect

- a. The owner reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received.

13. REQUIREMENTS FOR CHARLESTON MAIN CAMPUS

a. The following are applicable to Lot 1: Charleston

- i. Additional Coverage during Emergency Conditions - The Contractor shall provide additional support during emergency conditions (i.e. hurricanes, flooding, etc.) to supplement standard maintenance services. Upon request by MUSC/MUHA, Contractor shall provide two (2) technicians during emergency conditions for 24-hour support. Billing for this service shall be hourly at the rates specified for over time service.
- ii. **Fire Alarm Testing** – The Contractor shall provide one technician to support fire alarm testing one Saturday per month for up to twelve (12) hours with no additional charge to MUSC/MUHA. -Provide Monthly reports for Fire Alarm Testing.
- iii. **Emergency Generator Run Support** - The Contractor shall support up to twenty (20) elevators requiring on-site support each month from 4 am – 7 am, during emergency generator testing. MUSC/MUHA reserves the right to change the schedule with a fifteen (15) calendar day notice to the contractor.
- iv. The contractor shall furnish as required, at no additional cost to the MUSC/MUHA, personnel to accompany State Elevator Inspector when required.
- v. **Call Back Response**
 1. **Elevator Types** - See Attachment A for a complete list of all elevators of each type.
 2. Critical Elevators are defined as essential to patient transport and safety or essential to organization operations.
 3. Non-Critical elevators are all other elevators that do not require an immediate response to maintain organizational function.
- vi. **Service Calls** - Normal working hours are defined as 7 am – 5 pm, Monday through Friday.
- vii. **Service Call Response** - Response time is defined as the elapsed time between the service call and the Contractor's arrival at the elevator in need with appropriate equipment/tools. MUSC/MUHA shall be billed at agreed upon contracted rate only for work that occurs after normal working hours. The Contractor shall provide twenty-four (24) hour answering service. An answering machine shall not be substituted for this requirement.
- viii. **Service Call Coverage** - The Contractor shall provide Service Coverage that is capable of supporting preventative maintenance for two (2) elevators and respond to at least two (2) Service Calls simultaneously to any of the elevators listed for the Downtown Charleston Campus under this contract during normal working hours. The Contractor shall provide Service Coverage that is capable of responding to one (1) Critical or Emergency Call to any of the elevators under this contract within one (1) hour after normal working hours.

b. Service Call Types & Response Times

- i. Patient-Critical Service Calls are defined as elevator failures or operational problems that render Patient Critical Elevators unusable.
 1. Patient-Critical Service Calls shall have a response time of thirty (30) minutes from 7:00 am to 7:00 pm, Monday through Friday and one (1) hour at all other times.
 - ii. Critical Service Calls are defined as elevator failures or operational problems that render any Critical elevators unusable.
 1. Critical Service Calls shall have a response time of thirty (30) minutes during normal working hours and one (1) hour at all other times.
- c. Emergency Service Calls are defined as any stranded elevators carrying passengers.
- i. Emergency Service Calls shall have a response time of thirty (30) minutes during normal working hours and one (1) hour at all other times.
- d. Routine Service Calls are defined as Normal, non-critical elevator shutdowns or problems that do not affect basic operation such as doors sticking, indicator lights out or other problems that do not hinder the elevator from being operated safely. It is intended that Routine Calls be handled as soon as practical within twenty-four (24) hours and may be deferred outside the twenty-four (24) hour time limit as long it is agreed to by MUSC/MUHA.

- i. The Contractor shall provide two-hour (2) call back response twenty-four (24) hours per day, seven (7) days per week, for all elevators not defined as “critical.”
- ii. The Contractor is advised that a situation might arise whereas a Non-Critical Elevator failure may need to be repaired after the designated hours Monday through Friday or on weekends due to events or needs of MUSC/MUHA. In these cases, the Contractor will be allowed to bill their normal overtime rate for the time the Elevator Technician is required to repair the problem.
- iii. If a service will be charged, the 24-hour Call Center shall notify the Maintenance Contract Manager that the work would be charged before responding. Under no circumstances shall any travel time, mileage, or other expenses be charged to MUSC/MUHA under this contract. All parts and supplies for repairs are covered in the maintenance portion of this contract.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

You shall submit a signed Cover Page and Page Two.

If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html> [04-4015-3]

V. QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

- (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

Personnel directly furnishing elevator maintenance services must have five (5) years' experience in the trade or possession of a Mechanics Card. Copies of elevator course or modules completed are required.

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]
[05-5010-2]

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

You may be asked to submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (c) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (d) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (e) List of failed projects, suspensions, debarments, and significant litigation.

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA -- BIDS (JAN 2006)

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

AWARD TO MULTIPLE OFFERORS (JAN 2006)

Award may be made to more than one Offeror. [06-6035-1]

CALCULATING THE LOW BID

Low Bidder will be determined by calculating the total of the extended price for each lot.

[06-6050-1]

UNIT PRICE GOVERNS (JAN 2006):

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

- (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015)

- (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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 (MODIFIED)

- (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) *intentionally left blank* (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

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 States 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]

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (.) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

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]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

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]

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

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]

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

BADGES (MUSC)

Contractor shall be responsible for expenses incurred in having all personnel working on the MUSC campus obtain MUSC Identification Badges. This includes a background check and possible Drug and Tuberculosis (TB) Testing. Badges must be obtained prior to contract performance commencement.

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]

CONFERENCE -- PRE-PERFORMANCE (MODIFIED)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required, in person or virtually, to attend at contractor's expense.

[07-7B040-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (MODIFIED)

Contractor's employees shall wear uniforms provided by the contractor and shall be reasonably neat and clean. At a minimum the uniform shall bear the contractor's name or logo.

Employees shall carry identification prepared by the contractor and MUSC Public Safety. Contractor shall pay for all badges and identification.

Contractors shall abide by rules and regulations set forth by MUSC.

Offensive Situations. MUSC is a hospital which provides teaching, research and health care. The contractor shall ensure their personnel are cautioned against interruptions, noise or offensive situations, which may interfere with patients, students, faculty and employees. ■

Contractors shall be instructed to abide by rules and regulations set forth by MUSC/MUHA. Immediately report any property damage to the Facilities Manager or designee.

The contractor shall ensure his personnel are cautioned against interruptions, noise or offensive situations, which may interfere with patients, students, faculty and employees

Contractor's service vehicle shall be clearly identified with the company's name and/or logo. Parking fees are the responsibility of the contractor, if available.

CONTRACTOR'S OBLIGATION -- GENERAL (MODIFIED)

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.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all reasonable precautions to prevent damage, injury, or loss to Contractor's employees working on the elevators and other persons who may be affected by the work; all materials and equipment used at the site; other property at or adjacent to the work site. Contractor must be willing to work on equipment in the equipment's current condition. Any additional safety standards that the contractor wishes to implement will not be the responsibility of MUSC/MUHA. Contractor may add additional safety items at the contractor's cost.

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) 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 subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an 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, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [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]

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 one **hundred and twenty (120) 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 [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]

SMOKING POLICY (MUSC)

As South Carolina's academic health center and home to the only National Cancer Institute-designated cancer institute in the state, it is a part of our mission to prevent cancer and to lead by example in providing the healthiest environment possible for everyone on our campus. MUSC is a totally tobacco-free campus, since March 1, 2019. Smoking is not permitted in any areas on campus. This includes the use of chewing tobacco and e-cigarettes.

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 1 year 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 (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year unless contractor receives notice that the state elects not to renew the contract at least **thirty (30) days** prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

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 **one hundred (100) days** 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)

Please see Attachment A- This workbook is attached for the purposes of listing your unit price giving a total price per lot at the bottom of the page. Please note, for any mathematical errors, the award will be based off the unit price. Elevators may be added or removed at any time and pricing will be prorated based on award pricing.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot One: Charleston				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Two: Marion				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Three: Florence				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Four: Orangeburg				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Five: Columbia				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Six: Kershaw				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Seven: Elgin				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Eight: Lancaster				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
9	5	year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: Lot Nine: Chester				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A: List of Elevators



Attachment A.xlsx

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.

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.

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]



MEDICAL UNIVERSITY OF SOUTH CAROLINA

Amendment 1

Solicitation: 5400026398
 Date Issued: **03/06/2024**
 Procurement Officer: Andy Champion
 Phone: 843-792-1300
 E-Mail Address: champiow@musc.edu
 Mailing Address: 1 South Park Circle, Ste 402
 Charleston, SC 29407

DESCRIPTION: **ENTERPRISE WIDE ELEVATOR MAINTENANCE**

USING GOVERNMENTAL UNIT: **Medical University of South Carolina (MUSC)**

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

SUBMIT OFFER BY (Opening Date/Time): **03/15/2024 4/15/2024 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/22/2024 5:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One electronic copy via SCEIS.** (See "On-line Bidding Instructions" provision.)

CONFERENCE TYPE: ~~NON-MANDATORY~~ **Virtual Pre-Bid Conference**

DATE & TIME: **02/22/2024 10:00 AM EST**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: ~~MS Teams. Please email~~ **champiow@musc.edu before 4:00 PM EST 02/21/2024 for link. Site visits by appointment only.**

AWARD & AMENDMENTS

Award will be posted on **03/20/2024 05/01/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

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

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

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	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>
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<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>

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(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]

QUESTIONS FROM OFFERORS - AMENDMENT (Jun 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “state’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows:

Underlined text is added to the original provision.

~~Stricken text~~ is deleted. [02-2a097-1]

NOTE: Answers to questions and changes to the bidding schedule will appear in an upcoming amendment.

SITE VISIT (MODIFIED)

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

Date, Start Time and Location: See Cover Page One for the date, time and location of the pre-proposal conference

The times and locations of the site visits are as follows:

Columbia 3/13/2024 at 9:00 AM

Charleston 3/18/2024 and 3/19/2024 at 9:00 AM

Orangeburg 3/20/2024 at 10:00 AM

Florence 3/25/2024 at 10:00 AM

Marion 3/25/2024 at 2:30 PM

Kershaw, Elgin, Lancaster and Chester TBD

Contact Andy Champion at champiow@musc.edu if you would like to attend any of these site visits. Due to high interest in this solicitation, we must limit all site visits to no more than three representatives from each company.



MEDICAL UNIVERSITY OF SOUTH CAROLINA

Amendment 2

(Only items highlighted or Q&A are subject to additional questions)

Solicitation: 5400026398
 Date Issued: **04/08/2024**
 Procurement Officer: Andy Champion
 Phone: 843-792-1300
 E-Mail Address: championw@musc.edu
 Mailing Address: 1 South Park Circle, Ste 402
 Charleston, SC 29407

DESCRIPTION: ENTERPRISE WIDE ELEVATOR MAINTENANCE

USING GOVERNMENTAL UNIT: Medical University of South Carolina (MUSC)

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

SUBMIT OFFER BY (Opening Date/Time): ~~4/15/2024~~ **4/24/2024 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: ~~02/22/2024 5:00 PM EST~~ (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One electronic copy via SCEIS.** (See "On-line Bidding Instructions" provision.)

CONFERENCE TYPE: ~~NON-MANDATORY~~ **Virtual Pre-Bid Conference**

DATE & TIME: ~~02/22/2024 10:00 AM EST~~

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: ~~MS Teams. Please email~~ **championw@musc.edu before 4:00 PM EST 02/21/2024 for link. Site visits by appointment only.**

AWARD & AMENDMENTS

Award will be posted on ~~03/20/2024~~ **05/15/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

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

<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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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	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>

<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>
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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(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]

QUESTIONS FROM OFFERORS - AMENDMENT (Jun 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “state’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows:

Underlined text is added to the original provision.

~~Stricken text~~ is deleted. [02-2a097-1]

NOTE: Answers to questions and changes to the bidding schedule will appear in an upcoming amendment.

SITE VISIT (MODIFIED)

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

Date, Start Time and Location: See Cover Page One for the date, time and location of the pre-proposal conference

The times and locations of the site visits are as follows:

~~Columbia 3/13/2024 at 9:00 AM~~

~~Charleston 3/18/2024 and 3/19/2024 at 9:00 AM~~

~~Orangeburg 3/20/2024 at 10:00 AM~~

~~Florence 3/25/2024 at 10:00 AM~~

~~Marion 3/25/2024 at 2:30 PM~~

~~Kershaw, Elgin, Lancaster and Chester TBD~~

~~Contact Andy Champion at champiow@musc.edu if you would like to attend any of these site visits. Due to high interest in this solicitation, we must limit all site visits to no more than three representatives from each company.~~

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Please see Attachment A- This workbook is attached for the purposes of listing your unit price giving a total price per lot at the bottom of the page. Please note, for any mathematical errors, the award will be based off the unit price. Elevators may be added or removed at any time and pricing will be prorated based on award pricing.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot One: Charleston				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Two: Marion				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
3	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Three: Florence				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
4	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Four: Orangeburg				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
5	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Five: Columbia				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
6	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Six: Kershaw				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
7	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Seven: Elgin				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
8	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Eight: Lancaster				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
9	5	year		
Product Catg.: 29500—ELEVATORS ESCALATORS				
Item Description: Lot Nine: Chester				

LOT 1: Charleston

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				

Item Description: LOT 1: CHARLESTON YEAR 3

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 1: CHARLESTON YEAR 4

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 1: CHARLESTON YEAR 5

LOT 2: Marion

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 2: MARION YEAR 1

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 2: MARION YEAR 2

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 2: MARION YEAR 3

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 2: MARION YEAR 4

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0010	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 5				

LOT 3: Florence

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0011	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 1				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0012	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 2				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0013	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 3				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0014	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 4				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0015	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 5				

LOT 4: Orangeburg

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0020	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 1

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0021	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 2

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0022	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 3

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0023	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 4

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0024	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 5

LOT 5: Columbia

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0025	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 1				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0026	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 2				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0027	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 3				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0028	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 4				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0029	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 5				

LOT 6: Kershaw

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0030	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 1				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0031	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0032	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 3				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0033	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 4				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0034	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 5				

LOT 7: Elgin

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0035	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 1				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0036	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 2				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0037	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 3				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0038	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 4				

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0039	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 5				

LOT 8: Lancaster

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0040	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 1				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0041	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 2				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0042	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 3				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0043	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 4				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
0044	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 5				

LOT 9: Chester

<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>0045</u>	<u>1</u>	<u>Year</u>		
<u>Product Catg.: 29500 - ELEVATORS ESCALATORS</u>				
<u>Item Description: LOT 9: CHESTER YEAR 1</u>				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>0046</u>	<u>1</u>	<u>Year</u>		
<u>Product Catg.: 29500 - ELEVATORS ESCALATORS</u>				
<u>Item Description: LOT 9: CHESTER YEAR 2</u>				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>0047</u>	<u>1</u>	<u>Year</u>		
<u>Product Catg.: 29500 - ELEVATORS ESCALATORS</u>				
<u>Item Description: LOT 9: CHESTER YEAR 3</u>				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>0048</u>	<u>1</u>	<u>Year</u>		
<u>Product Catg.: 29500 - ELEVATORS ESCALATORS</u>				
<u>Item Description: LOT 9: CHESTER YEAR 4</u>				
<u>Line Number</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>0049</u>	<u>1</u>	<u>Year</u>		
<u>Product Catg.: 29500 - ELEVATORS ESCALATORS</u>				
<u>Item Description: LOT 9: CHESTER YEAR 5</u>				

QUESTIONS AND ANSWERS

Q1. Under section III, number 8, "Minor Vandalism": can MUSC define a dollar value threshold for what constitutes major vs minor vandalism?

A1. *Minor vandalism has been removed from the scope of this contract.*

~~8. Minor Vandalism~~

~~a. The contractor shall be responsible for repairing minor vandalism and/or nuisance that may occur such as items that might fall under this category are keys or phone in the elevator, a cart bumping the door and knocking it out of alignment, dirt in tracks keeping doors from closing, etc.~~

Q2. Can MUSC define a dollar threshold for when repairs outside the scope of the contract are put out for bid?

A2. *No, we cannot define a dollar threshold for repairs outside the scope of the contract..*

Q3. Please advise how we can schedule site visits for each facility, and the POCs we should schedule these through

A3. *Answered in Amendment 1.*

Q4. Is MUSC willing to offer the awarded contractor a pre-maintenance assessment period for the first 45 days of the contract to assess the elevators for existing deferred maintenance conditions for which the contractor will not be responsible?

A4. *No, elevators are as is.*

Q5. What is the monthly billing for contractual services and what is the annual spend above the contractual services?

A5. *The monthly average is \$51,278 for the 5-year contract Charleston Campus.*

Q6. How many resident mechanics are dedicated to the Charleston locations?

A6. *Our current vendor has 2 dedicated mechanics on-site five days a week.*

Q7. How many ROA and pit retrieval call backs in 2023?

A7. *28 pit retrievals for Fiscal Year 2023. ROA unknown We have 24-hour building techs that should review the elevator before the vendor is called out.*

Q8. Can you provide copies of the 2023 Abatement forms?

A8. *Yes. Please email champiow@musc.edu for access to forms.*

Q9. When will the 2024 Abatement be available?

A9. *Annual reviews are completed at the end of the year usually starting in November.*

Q10. Regarding Service Call Coverage viii – was the intent of this coverage to have 2 resident mechanics?

A10. *Two resident mechanics on the Charleston Campus are here to support all maintenance needs and the possibility of two emergency call outs at the same time .*

Q11. Are there any elevators currently out of service for major repair?

A11. *Yes. Three. 10-00089, 10-00828 and 10-00829 are down but undergoing modernization now. 10-00774 is also out of service.*

Q12. If any major repairs are found within the first 30 days, will MUSC pay for the repairs?

A13. *We will pay as listed in the contract.*

Q14. Who are the current service providers for each lot?

A14. *Otis, TKE, Elevator Technical Services are the current service providers.*

Q15. How many modernizations occurred since 2019 and who were the modernizations awarded to?

A15. *These are the state elevator numbers for the elevators modernized since 2019: 10-00102, 10-00103, 10-00324, 10-00323*

Q16. Does MUSC require the use of any kind of work order system by our mechanics, I.e. an MUSC portal that they have to log info into?

A16. *Yes. AiM and Brightly*

Q17. The language regarding regular time and overtime service calls was not clear to us, are all overtime service requests billable regardless of reason if they are outside normal working hours?

A17. *If MUSC calls the vendor in for an overtime request that is a billable event.*

Q18. Page 2, home office address request: Would you like all branch office locations throughout the state of South Carolina?

Q18.. *Please only include the principal place of business.*

Q19. III: Sope (*sic*) of work/specifications: Overview 1-a.iii.(page 12): Is the intent to provide a schedule to MUSC of testing so that a MUSC representative can supervise the testing if desired? What lead time is preferred on testing schedule?

A19. *Contract has been amended:*

*Periodically examine all safety devices and governors and equalize the tension on all hoisting ropes, cables, and or belts. All safety tests required by ANSI-A17.1 shall be performed when due and **reported to the** in the presence of a State/Agency official or the MUSC Maintenance Contract Manager. The Contract ~~or~~ must have the ability to monitor the belted elevators to ensure proper operation, safety and performance.*

Q20. III: Sope (*sic*) of work/specifications: Overview. 1-a iii (page 12): It states: The Contract or must have the ability to monitor the belted elevators to ensure proper operation, safety and performance. If the provider is unable to electronically monitor the belts, would they then be responsible for replacing the belts every 5 years?

A20. *Yes. If the vendor is unable to electronically monitor the belts, they then would be responsible for replacing the belts every 5 years or as required by code.*

Q21. III: Scope of work/specifications: 2.Schedule of Maintenance Operations. b.xvii. (page 13): I want to confirm that the intent is to have the elevator contractor perform the fire service testing each week, not a MUSC representative. Is that correct?

A21. *Yes. The elevator contract must perform all items listed in 2.b.xvii.*

Q22. III:Sope (*sic*) of work/specifications, Contractor's Requirements and Responsibility 5.a.ii (page 16): Does this mean that if required full load testing or rope replacement has not been performed by the current maintenance provider at any of the various units and locations it becomes the responsibility of the winning bidder to complete at no additional CHARGE outside of contract charge?

A22. *No change.*

Q23. III:Sope (*sic*) of work/specifications 5. Contractors' Requirements and Responsibility: B.vii. (page 17): Can you provide an estimate of current receivables outstanding with the elevator contractors? This will enable vendors to assure the vendor has the ability and capacity to fully support the volume and cost associated with the contract.

A23. *Our current vendor is set for net 45 and is paid correctly when we are billed correctly. Approximately \$500,000 in outstanding work from 12/17/23 flooding.*

Q24. Qualifications "V.QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)" (pg. 23) it states the following "Personnel directly furnishing elevator maintenance services must have five (5) years' experience in the trade or possession of a Mechanics Card. Copies of elevator course or modules completed are required." Does this mean that the bidder needs to be able to demonstrate they have 4 technicians that have this mandatory minimum level of experience? It seems the bidder would need this many to fulfill section 13.viii (The Contractor shall provide Service Coverage that is capable of supporting preventative maintenance for two (2) elevators and respond to at least two (2) Service Calls simultaneously to any of the elevators listed for the Downtown Charleston Campus under this contract during normal working hours.).

A24. *Yes*

Q25. TO CLARIFY, TO ENSURE THE AWARDED VENDOR MEETS THIS IMPORTANT REQUIREMENT DOES MUSC INTEND THAT EACH VENDOR MUST PROVIDE IN THEIR BID DOCUMENTS THE names and PRIMARY WORK LOCATION addresses of all the technicians that THEY RELY ON TO meet this requirement to help MUSC determine responsibility?

A25. *Work location addresses do not need to be included in the bid package*

Q26. Qualifications, b/c (page 23): To confirm the bidder is qualified, would you like the bidder to list all current hospitals under a maintenance agreement within the state of South Carolina?

A26. *Please provided the requested qualifications listed in Section V.*



MEDICAL UNIVERSITY OF SOUTH CAROLINA

Amendment 3

(Only items highlighted or Q&A are subject to additional questions)

Solicitation: 5400026398
 Date Issued: **04/23/2024**
 Procurement Officer: Andy Champion
 Phone: 843-792-1300
 E-Mail Address: championw@musc.edu
 Mailing Address: 1 South Park Circle, Ste 402
 Charleston, SC 29407

DESCRIPTION: ENTERPRISE WIDE ELEVATOR MAINTENANCE

USING GOVERNMENTAL UNIT: Medical University of South Carolina (MUSC)

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

SUBMIT OFFER BY (Opening Date/Time): **4/24/2024 05/09/2024 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/22/2024 5:00 PM EST** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One electronic copy via SCEIS.** (See "On-line Bidding Instructions" provision.)

CONFERENCE TYPE: ~~NON-MANDATORY~~ **Virtual Pre-Bid Conference**

DATE & TIME: ~~02/22/2024 10:00 AM EST~~

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: ~~MS Teams. Please email~~ **championw@musc.edu before 4:00 PM EST 02/21/2024 for link. Site visits by appointment only.**

AWARD & AMENDMENTS

Award will be posted on **05/15/2024 05/22/2024**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

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.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> 	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p style="text-align: right;">Area</p> <p>_____</p> <p>Code - Number - Extension Facsimile</p> <p style="text-align: right;">E-mail</p> <p>_____</p> <p>Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p>____ Payment Address same as Home Office Address</p> <p>____ Payment Address same as Notice Address (check only one)</p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p>____ Order Address same as Home Office Address</p> <p>____ Order Address same as Notice Address (check only one)</p>
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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	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>

<p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply due to anticipated value of contract as outlined in Section 11-35-1524 South Carolina Code of Laws</p>
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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(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]

QUESTIONS FROM OFFERORS - AMENDMENT (Jun 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The “state’s response” should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the question. Questions do not form a part of the contract; the “state’s response” does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows:

Underlined text is added to the original provision.

~~Stricken text~~ is deleted. [02-2a097-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Please see Attachment A- This workbook is attached for the purposes of listing your unit price giving a total price per lot at the bottom of the page. Please note, for any mathematical errors, the award will be based off the unit price. Elevators may be added or removed at any time and pricing will be prorated based on award pricing.

Number of Regular and Overtime Hours are an estimate only. Actual number of hours will be based on the needs of MUSC. This number may increase or decrease. Contractor will be paid on hours worked, not on the estimated number.

0050	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	450	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: REGULAR WORKING HOURS YEAR 1				

0051	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	450	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: REGULAR WORKING HOURS YEAR 2				

0052	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	450	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: REGULAR WORKING HOURS YEAR 3				

0053	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	450	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: REGULAR WORKING HOURS YEAR 4				

0054	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	450	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: REGULAR WORKING HOURS YEAR 5				

0055	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	200	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: OVERTIME WORKING HOURS YEAR 1				

0056	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	200	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: OVERTIME WORKING HOURS YEAR 2				

0057	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	200	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: OVERTIME WORKING HOURS YEAR 3				

0058	Quantity	Unit of Measure	Unit Price	Extended Price
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Line Number	200	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: OVERTIME WORKING HOURS YEAR 4				

0059	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	200	HOURS		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: OVERTIME WORKING HOURS YEAR 5				

LOT 1: Charleston

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 1: CHARLESTON YEAR 5				

LOT 2: Marion

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0010	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 2: MARION YEAR 5				

LOT 3: Florence

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0013	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0014	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0015	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 3: FLORENCE YEAR 5				

LOT 4: Orangeburg

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0020	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 1

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0021	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 2

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0022	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 3

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0023	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 4

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0024	1	Year		

Product Catg.: 29500 - ELEVATORS ESCALATORS

Item Description: LOT 4: ORANGEBURG YEAR 5

LOT 5: Columbia

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0025	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0026	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0027	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0028	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0029	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 5: COLUMBIA YEAR 5				

LOT 6: Kershaw

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0030	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0031	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0032	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0033	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0034	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 6: KERSHAW YEAR 5				

LOT 7: Elgin

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0035	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0036	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0037	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0038	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0039	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 7: ELGIN YEAR 5				

LOT 8: Lancaster

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0040	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0041	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0042	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0043	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0044	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 8: LANCASTER YEAR 5				

LOT 9: Chester

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0045	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 9: CHESTER YEAR 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0046	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 9: CHESTER YEAR 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0047	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 9: CHESTER YEAR 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0048	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 9: CHESTER YEAR 4				

0049	Quantity	Unit of Measure	Unit Price	Extended Price
Line Number	1	Year		
Product Catg.: 29500 - ELEVATORS ESCALATORS				
Item Description: LOT 9: CHESTER YEAR 5				

Medical University of South Carolina
1 South Park Plaza
Building 1, JB402
Charleston SC 29407

Intent to Award

Posting Date: June 07, 2024

Solicitation: 5400026398
Description: ENTERPRISE WIDE ELEVATOR MAINTENANCE
Agency: Medical University of South Carolina

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **June 18th, 2024**. 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.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Contract Number: 4400034836
Awarded To: DELAWARE ELEVATOR INC (7000233612)
2024-A INDEPENDENCE COMMERCE DRIVE
MATTHEWS NC 28105

Estimated Contract Value: \$2,485,180
Maximum Contract Period: June 18, 2024 through June 17, 2029

Item	Description	Unit Price	Total
1	LOT 2: MARION YEAR 1	\$9,276	\$9,276
2	LOT 2: MARION YEAR 2	\$9,740	\$9,740
3	LOT 2: MARION YEAR 3	\$10,227	\$10,227
4	LOT 2: MARION YEAR 4	\$10,738	\$10,738
5	LOT 2: MARION YEAR 5	\$11,276	\$11,276
6	LOT 3: FLORENCE YEAR 1	\$56,880	\$56,880
7	LOT 3: FLORENCE YEAR 2	\$59,724	\$59,724
8	LOT 3: FLORENCE YEAR 3	\$62,710	\$62,710

9	LOT 3: FLORENCE YEAR 5	\$69,138	\$69,138
10	LOT 3: FLORENCE YEAR 4	\$65,845	\$65,845
11	LOT 4: ORANGEBURG YEAR 1	\$24,312	\$24,312
12	LOT 4: ORANGEBURG YEAR 2	\$25,528	\$25,528
13	LOT 4: ORANGEBURG YEAR 3	\$26,804	\$26,804
14	LOT 4: ORANGEBURG YEAR 4	\$28,144	\$28,144
15	LOT 4: ORANGEBURG YEAR 5	\$29,551	\$29,551
16	LOT 5: COLUMBIA YEAR 1	\$61,440	\$61,440
17	LOT 5: COLUMBIA YEAR 2	\$64,512	\$64,512
18	LOT 5: COLUMBIA YEAR 3	\$67,738	\$67,738
19	LOT 5: COLUMBIA YEAR 4	\$71,124	\$71,124
20	LOT 5: COLUMBIA YEAR 5	\$74,680	\$74,680
21	LOT 6: KERSHAW YEAR 1	\$34,668	\$34,668
22	LOT 6: KERSHAW YEAR 2	\$36,401	\$36,401
23	LOT 6: KERSHAW YEAR 3	\$38,222	\$38,222
24	LOT 6: KERSHAW YEAR 4	\$40,133	\$40,133
25	LOT 6: KERSHAW YEAR 5	\$42,139	\$42,139
26	LOT 7: ELGIN YEAR 1	\$3,660	\$3,660
27	LOT 7: ELGIN YEAR 2	\$3,840	\$3,840
28	LOT 7: ELGIN YEAR 3	\$4,040	\$4,040
29	LOT 7: ELGIN YEAR 4	\$4,236	\$4,236
30	LOT 7: ELGIN YEAR 5	\$4,445	\$4,445
31	LOT 8: LANCASTER YEAR 1	\$35,232	\$35,232
32	LOT 8: LANCASTER YEAR 2	\$36,993	\$36,993
33	LOT 8: LANCASTER YEAR 3	\$38,844	\$38,844
34	LOT 8: LANCASTER YEAR 4	\$40,785	\$40,785
35	LOT 8: LANCASTER YEAR 5	\$42,825	\$42,825
36	LOT 9: CHESTER YEAR 1	\$3,480	\$3,480
37	LOT 9: CHESTER YEAR 2	\$3,654	\$3,654
38	LOT 9: CHESTER YEAR 3	\$3,837	\$3,837
39	LOT 9: CHESTER YEAR 4	\$4,029	\$4,029
40	LOT 9: CHESTER YEAR 5	\$4,230	\$4,230
	REGULAR WORKING HOURS YEAR 1	\$294	\$132,300
	REGULAR WORKING HOURS YEAR 2	\$309	\$139,050
	REGULAR WORKING HOURS YEAR 3	\$324	\$145,800
	REGULAR WORKING HOURS YEAR 4	\$341	\$153,450
	REGULAR WORKING HOURS YEAR 5	\$358	\$161,100
	OVERTIME WORKING HOURS YEAR 1	\$441	\$88,200
	OVERTIME WORKING HOURS YEAR 2	\$464	\$92,800
	OVERTIME WORKING HOURS YEAR 3	\$487	\$97,400
	OVERTIME WORKING HOURS YEAR 4	\$512	\$102,400
	OVERTIME WORKING HOURS YEAR 5	\$538	\$107,600

Contract Number: 4400034835

Awarded To: OTIS ELEVATOR COMPANY (7000039945)
2557 OSCAR JOHNSON DR
NORTH CHARLESTON SC 29405

Estimated Contract Value: \$ \$3,469,450

Maximum Contract Period: June 18, 2024 through June 17, 2029

Item	Description	Unit Price	Total
1	LOT 1: CHARLESTON YEAR 1	\$ 508,140	\$ 508,140
2	LOT 1: CHARLESTON YEAR 2	\$ 508,140	\$ 508,140
3	LOT 1: CHARLESTON YEAR 3	\$ 508,140	\$ 508,140
4	LOT 1: CHARLESTON YEAR 4	\$ 508,140	\$ 508,140
5	LOT 1: CHARLESTON YEAR 5	\$ 508,140	\$ 508,140
	REGULAR WORKING HOURS YEAR 1	\$255	\$114,750
	REGULAR WORKING HOURS YEAR 2	\$255	\$114,750
	REGULAR WORKING HOURS YEAR 3	\$255	\$114,750
	REGULAR WORKING HOURS YEAR 4	\$255	\$114,750
	REGULAR WORKING HOURS YEAR 5	\$255	\$114,750
	OVERTIME WORKING HOURS YEAR 1	\$355	\$71,000
	OVERTIME WORKING HOURS YEAR 2	\$355	\$71,000
	OVERTIME WORKING HOURS YEAR 3	\$355	\$71,000
	OVERTIME WORKING HOURS YEAR 4	\$355	\$71,000
	OVERTIME WORKING HOURS YEAR 5	\$355	\$71,000

Andy Champion

Procurement Officer

Andy Champion

John E. Schmidt, III
803.348.2984
John@SchmidtCopeland.com



Melissa J. Copeland
803.309.4686
Missy@SchmidtCopeland.com

June 14, 2024

BY ELECTRONIC DELIVERY (protest-mmo@mmo.state.sc.us)

John St. C. White, P.E., J.D.
Chief Procurement Officer
Materials Management Officer
Division of Procurement Services
1201 Main Street, Suite 600
Columbia, South Carolina 29201

**Re: Notice of Intent to Protest, Invitation for Bids No. 5400026398
Enterprise Wide Elevator Maintenance**

Dear Chief Procurement Officer:

This firm represents Otis Elevator, Inc. ("Otis"). We provide this Notice of Intent to Protest to you as Chief Procurement Officer pursuant to S.C. Code Ann. § 11-35-4210(1)(b), with respect to Invitation for Bids No. 5400026398 ("IFB") and the Notice of Intent to Award issued to DELAWARE ELEVATOR INC, ("Delaware") copy attached.

By this Notice of Intent to Protest, Otis notifies you that it intends to protest the awards to Delaware under the above solicitation. Otis specifically has concerns about the intended awards to Delaware for locations in Florence County, Marion County, Orangeburg County and Richland County (Providence Columbia and Providence Columbia Northeast) because these locations are currently under long term contracts with Otis that were initiated as private contracts prior to MUSC's acquisition of these facilities. As a consequence, MUSC is bound to those acquired private contracts until their expiration, and the engagement of an additional elevator contract for these locations would create inconsistent and duplicative obligations, and would not be in the best interests of the State. Otis specifically reserves its rights to assert all matters of protest permitted by law as to all locations.

Otis believes that the State will quickly grasp the reasons that termination of these awards is necessary. If necessary, Otis' protest will be filed and submitted to you within the time permitted by the S.C. Consolidated Procurement Code ("Code"). Otis by this Notice of Intent to Protest specifically reserves its rights to assert all matters of protest permitted by law.

Please don't hesitate to contact me with any questions about this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Schmidt, III". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

John E. Schmidt, III

Cc: Manton Grier, Esquire, mgrier@ogc.sc.gov
Andy Champion, champiow@musc.edu

John E. Schmidt, III
803.348.2984
John@SchmidtCopeland.com



Melissa J. Copeland
803.309.4686
Missy@SchmidtCopeland.com

June 17, 2024

BY ELECTRONIC DELIVERY (protest-mmo@mmo.state.sc.us)

John St. C. White, P.E., J.D.
Chief Procurement Officer
Materials Management Officer
Division of Procurement Services
1201 Main Street, Suite 600
Columbia, South Carolina 29201

**Re: AMENDED Notice of Intent to Protest, Invitation for Bids No. 5400026398
Enterprise Wide Elevator Maintenance**

Dear Chief Procurement Officer:

This firm represents Otis Elevator, Inc. ("Otis"). We provide this AMDENDED Notice of Intent to Protest to you as Chief Procurement Officer pursuant to S.C. Code Ann. § 11-35-4210(1)(b), with respect to Invitation for Bids No. 5400026398 ("IFB") and the Notice of Intent to Award issued to DELAWARE ELEVATOR INC, ("Delaware").

By this Amended Notice of Intent to Protest, Otis notifies you that it intends to protest only a portion of the awards to Delaware under the above solicitation. Otis concerns about the intended awards to Delaware are only for locations in Florence County, Marion County, Orangeburg County and Richland County (Providence Columbia and Providence Columbia Northeast) because these locations are currently under long term contracts with Otis that were initiated as private contracts prior to MUSC’s acquisition of these facilities. As a consequence, MUSC is bound to those acquired private contracts until their expiration, and the engagement of an additional elevator contract for these locations would create inconsistent and duplicative obligations, and would not be in the best interests of the State. **Otis does not intend to protest the other awards made to Delaware, and withdraws its intent to protest as to those other awards to Delaware.**

Otis believes that the State will quickly grasp the reasons that termination of these awards is necessary. If necessary, Otis’ protest will be filed and submitted to you within the time permitted by the S.C. Consolidated Procurement Code (“Code”).

Please don't hesitate to contact me with any questions about this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Schmidt, III". The signature is fluid and cursive, with a long horizontal stroke at the beginning and a large, looped "S" at the end.

John E. Schmidt, III

Cc: Manton Grier, Esquire, mgrier@ogc.sc.gov
Andy Champion, champiow@musc.edu

Exhibit E

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of March 1, 2019, by and between **THE SELLER ENTITIES LISTED ON THE SIGNATURE PAGE HERETO** (collectively, the “**Assignors**”, and each individually, an “**Assignor**”), and **MEDICAL UNIVERSITY HOSPITAL AUTHORITY**, a political subdivision of the State of South Carolina (“**Assignee**”).

RECITALS:

A. Each Assignor is conveying to Assignee certain assets owned by such Assignor, as more particularly described in and as contemplated by that certain Asset Purchase Agreement dated as of November 19, 2018, by and between CHS/Community Health Systems, Inc., a Delaware corporation (“**Seller**”), and Assignee (as amended, the “**Purchase Agreement**”). Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Seller has agreed to cause each Assignor to assign to Assignee all of such Assignor’s rights under the Assumed Contracts, but excluding any Assumed Contracts to be assigned to an affiliate of Assignee under a separate assignment and assumption agreement (the Assumed Contracts assigned and assumed under this Agreement being collectively referred to herein as the “Transferred Contracts”).

C. Pursuant to the Purchase Agreement, Assignee has agreed to assume and perform all obligations of each Assignor that accrue from and after 12:00:01 a.m. on March 1, 2019 (the “Effective Time”) under the Transferred Contracts.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT. Each Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns all of such Assignor’s right, title and interest under, in and to the Transferred Contracts effective as of the Effective Time.

2. ASSUMPTION. Assignee hereby accepts, as of the Effective Time, the foregoing assignment and expressly assumes and agrees to pay, perform and/or discharge all obligations of each Assignor that accrue after the Effective Time under the Transferred Contracts.

3. EXCLUDED LIABILITIES. The Excluded Liabilities are expressly excluded from the obligations being assumed by Assignee under this Agreement.

4. THIRD PARTY RIGHTS. Assignee’s assumption of the Transferred Contracts from each Assignor, to the extent provided herein, shall not enlarge the rights of any third party under the Transferred Contracts; nor shall it prevent Assignee, with respect to any party other

than the Assignors, from contesting or disputing any liability, or the terms and provisions of the Transferred Contracts.

5. FURTHER ASSURANCES. Each Assignor and Assignee agrees to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.

6. BINDING EFFECT. This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. NO MODIFICATION OF PURCHASE AGREEMENT. This Agreement is delivered pursuant to the Purchase Agreement and is subject in all respects to the provisions thereof and is not meant to alter, enlarge or otherwise modify the provisions of the Purchase Agreement.

8. MODIFICATION. This Agreement may be modified or supplemented only by written agreement of the parties hereto.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.

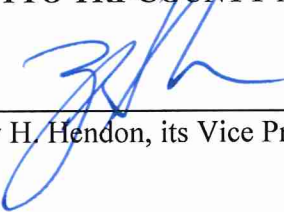
10. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A signature delivered by email of a PDF document shall be deemed an original signature hereto and such delivery shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

ASSIGNORS:

**QHG OF SOUTH CAROLINA, INC.
CAROLINAS MEDICAL ALLIANCE, INC.
MARION PHYSICIAN SERVICES, LLC
CHESTER HMA, LLC
CHESTER MEDICAL GROUP, LLC
LANCASTER HOSPITAL CORPORATION
LANCASTER IMAGING CENTER, LLC
LANCASTER CLINIC CORP.
PALMETTO TRI-COUNTY MEDICAL SPECIALISTS, LLC**

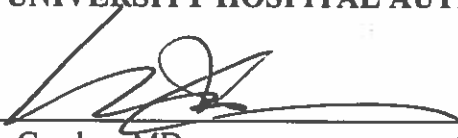
By: 

Terry H. Hendon, its Vice President

ASSIGNEE:

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

By: _____


Patrick J. Cawley, MD
Chief Executive Officer

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA
-APPROVED AS TO FORM-
BY: ACD
DATE: 2/29/15

ASSET PURCHASE AGREEMENT
BY AND BETWEEN
CHS/COMMUNITY HEALTH SYSTEMS, INC.
AND
MEDICAL UNIVERSITY HOSPITAL AUTHORITY

Dated as of November 19, 2018

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of November 19, 2018, by and between **CHS/COMMUNITY HEALTH SYSTEMS, INC.**, a Delaware corporation (“**Seller**”), and **MEDICAL UNIVERSITY HOSPITAL AUTHORITY**, a political subdivision of the State of South Carolina (“**Buyer**”). Each of Seller and Buyer shall be referred to herein as a “**Party**” and collectively, as the “**Parties.**”

RECITALS:

A. Seller owns or controls, directly or indirectly, the organizations listed on Exhibit A attached hereto (each a “**Seller Entity**” and together the “**Seller Entities**”).

B. Buyer owns or controls, directly or indirectly, or is affiliated with, the organizations listed on Exhibit B (which Exhibit may be updated prior to the Closing) attached hereto (each a “**Buyer Entity**” and together the “**Buyer Entities**”).

C. The Seller Entities directly or indirectly own and operate or lease and operate each of the hospitals set forth on Exhibit C attached hereto (each a “**Hospital**” and together the “**Hospitals**”).

D. Seller desires to cause the Seller Entities to sell to the Buyer Entities and Buyer desires to cause the Buyer Entities to purchase substantially all of the assets of the Seller Entities which are directly or indirectly related to, necessary for, or used in connection with, the operation of the Hospitals, together with certain related businesses including medical office buildings, outpatient care facilities, physician practices and ancillary services (collectively with the Hospitals, the “**Facilities**”), on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties hereto agree as follows:

1. PURCHASE OF ASSETS.

1.1 Assets. Subject to the terms and conditions of this Agreement, as of the Closing (as defined in Section 2.1 hereof), Seller agrees to cause the Seller Entities to sell, convey, transfer, assign and deliver to the Buyer Entities, free and clear of all encumbrances other than the Permitted Encumbrances, and Buyer agrees to cause the Buyer Entities to purchase, all of the assets owned or used by the Seller Entities in connection with the operation of the Facilities, other than the Excluded Assets (hereinafter defined), which assets shall include, without limitation, the following (the “**Assets**”):

(a) fee simple title to the real property owned by the Seller Entities and used in connection with the operation of the Facilities or acquired for the benefit of the Facilities and described on Schedule 1.1(a) hereto, together with all improvements, any construction in

progress, any other buildings and fixtures thereon, and all rights, privileges and easements appurtenant thereto (collectively, the “**Owned Real Property**”), and all right, title and interest of the Seller Entities in and to any architectural plans or design specifications relating to the development thereof. For the avoidance of doubt, any real property adjacent to the Hospitals and owned by the Seller Entities, including excess land, is included in the Owned Real Property;

(b) leasehold title to the real property that is ground leased (the “**Ground Leased Real Property**”), space leased, subleased, licensed or otherwise used or occupied by the Seller Entities, and/or held, used in or ancillary to the operation of the Facilities and described on Schedule 1.1(b) (collectively, the “**Leased Real Property**”) (the Owned Real Property and the Leased Real Property are collectively referred to herein as the “**Real Property**”);

(c) all tangible personal property, including, without limitation, all major, minor or other equipment, vehicles, furniture, fixtures, tools, machinery, instruments and furnishings of the Seller Entities;

(d) all supplies, materials, drugs, inventory and other disposables and consumables used or held for use in respect of the Facilities (“**Inventory**”);

(e) assumable deposits and prepaid expenses, advancements, escrows, prepaid taxes and claims for refunds in connection with the Facilities that have continuing value to the Buyer Entities as set forth on Schedule 1.6 hereto;

(f) all claims, causes of action, judgments in favor and suits of the Seller Entities against third parties to the extent such claims relate to the condition of the Assets and, to the extent assignable, all warranties (express or implied) and rights and claims assertable by (but not against) the Seller Entities related to the Assets;

(g) to the extent legally transferable, all right, title and interest in the financial, patient, quality assurance, medical staff, personnel records, equipment, maintenance and facility records relating to the Facilities (including, without limitation, all medical administrative libraries, medical records, documents, catalogs, books, records, files, operating policies and procedures, manuals and current personnel records, blueprints, system drawings, data and databases);

(h) all rights and interests in or pursuant to the contracts, commitments, leases, licenses, purchase orders and agreements listed on Schedule 1.1(h) hereto, including any amendments, modifications and waivers thereto, and all Immaterial Contracts, including all amendments and modifications thereto (hereinafter defined) (the contracts being assigned are referred to herein as the “**Assumed Contracts**”);

(i) all licenses, consents, waivers, approvals, certificates and permits, to the extent legally assignable, held by the Seller Entities relating to the ownership, development, and operation of the Facilities (including, without limitation, any pending or approved governmental approvals), and all other rights, privileges, registrations, consents, approvals, accreditations, franchises, certificates, certificates of need and applications relating to the present or future

(e) Schedule 3.17 states or will state the number of employees terminated by each Seller Entity within ninety (90) days prior to the Closing Date, laid off by each Seller Entity within the six (6) months prior to the Closing Date, or whose hours of work have been reduced by more than fifty percent (50%) by a Seller Entity in the six (6) months prior to the Closing Date, and contains a complete and accurate list of the following information for such employees: (i) the date of termination, layoff, or reduction in work hours; (ii) the reason for termination, layoff, or reduction in work hours; and (iii) the location to which the employee was assigned. In relation to the foregoing, except as set forth in Schedule 3.17, no Seller Entity has violated the WARN Act during the twelve (12) month period prior to the Closing.

(f) As of the date of this Agreement, no Key Employee of the Seller Entities has given written notice to any Seller Entity that any such employee intends to terminate his or her employment with any Seller Entity. “**Key Employee**” means the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Chief Nursing Officer of each Seller Entity.

3.18 The Assumed Contracts. Seller has made available to Buyer true and correct copies of the Assumed Contracts (including the Immaterial Contracts) and has given, and will give, the agents, employees and representatives of Buyer access to the originals of the Assumed Contracts to the extent originals are available. “**Immaterial Contracts**” are commitments, contracts and agreements which individually involve future payments, performance of services or delivery of goods or materials, to or by any Seller Entity of any amount or value less than Fifty Thousand Dollars (\$50,000) on an annual basis, and that are not with physicians or other referral sources. Seller represents and warrants with respect to the Assumed Contracts that:

(a) The Assumed Contracts constitute legal, valid and binding obligations of the Seller Entities and, to the knowledge of Seller or any Seller Entity, the other parties with respect thereto, and are enforceable against the Seller Entities and, to the knowledge of Seller or any Seller Entity, the other parties with respect thereto in accordance with their terms;

(b) Each Assumed Contract constitutes the entire agreement by and between the respective parties thereto with respect to the subject matter thereof;

(c) Assuming the receipt of any consents required in connection with the assignment of the Assumed Contracts, all obligations required to be performed by the Seller Entities and, to the knowledge of Seller or any Seller Entity, the other parties with respect thereto prior to the date hereof under the terms of the Assumed Contracts have been performed, and no acts or omissions by the Seller Entities and, to the knowledge of Seller or any Seller Entity, the other parties with respect thereto have occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default by the Seller Entities and, to the knowledge of Seller or any Seller Entity, the other parties with respect thereto under the Assumed Contracts;

(d) Except as expressly set forth on Schedule 1.1(h), none of the Assumed Contracts requires consent to the assignment and assumption of such Assumed Contracts by the Buyer Entities, and Seller will use commercially reasonable efforts to obtain any required consents prior to the Closing; and

(e) Except as expressly set forth on Schedule 1.1(h), the assignment of the Assumed Contracts to and assumption of such Assumed Contracts by the Buyer Entities will not result in any penalty or premium, or variation of the rights, remedies, benefits or obligations of any party thereunder.

3.19 Supplies. All the inventory and supplies constituting any part of the Assets are substantially of a quality and quantity usable and salable in the ordinary course of business of the Facilities. Obsolete items have been written off the Financial Statements. Inventory and supplies are carried at the lower of cost or market, on a first-in, first-out basis and are properly stated in the Financial Statements. The inventory levels are based on past practices of the Seller Entities at the Facilities.

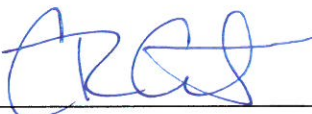
3.20 Insurance. Seller has disclosed to Buyer an accurate list (referencing this Section 3.20) of the current insurance policies covering the ownership and operations of the Facilities and the Assets, which list reflects the policies' numbers, identity of insurers, amounts, and coverage. All of such policies are in full force and effect with no premium arrearage. The Seller Entities have given in a timely manner to their insurers all notices required to be given under their insurance policies with respect to all of the claims and actions covered by insurance, and no insurer has denied coverage of any such claims or actions. The Seller Entities have not (a) received any written notice or other communication from any such insurance company canceling or materially amending any of such insurance policies, and, to Seller's (or to any Seller Entity's) knowledge, no such cancellation or amendment is threatened or (b) failed to give any written notice or present any claim which is still outstanding under any of such policies with respect to the Facilities or any of the Assets.

3.21 Third Party Payor Cost Reports. Each Seller Entity has duly filed all required cost reports for all the fiscal years through and including the fiscal year specified on Schedule 3.21. All of such cost reports accurately reflect in all material respects the information required to be included thereon and such cost reports do not claim and neither the Facilities nor the Seller Entities have received reimbursement in any amount in excess of the amounts provided by law or any applicable agreement. Schedule 3.21 indicates which of such cost reports have not been audited and finally settled. Seller has provided to Buyer a brief description (referencing this Section 3.21) of any and all notices of program reimbursement, proposed or pending audit adjustments, disallowances, appeals of disallowances, and any and all other unresolved inquiries, claims or disputes in respect of such cost reports. The Seller Entities have established adequate reserves to cover any potential reimbursement liabilities that the Seller Entities may have under such cost reports and such reserves are set forth in the Seller Entities' Financial Statements.

3.22 Medical Staff Matters. Seller has provided to Buyer true, correct, and complete copies of the bylaws and rules and regulations of the medical staff of each Hospital, as well as a list of all current members of the medical staff of each Hospital, and agreements entered into with each member of the medical staff. Except as disclosed by Seller to Buyer (referencing this Section 3.22), (i) there are no adverse actions with respect to any medical staff members or any applicant thereto for which a medical staff member or applicant has requested a judicial review hearing which has not been scheduled or has been scheduled but has not been completed; (ii) there are no pending or, to the knowledge of Seller or any Seller Entity, threatened disputes with applicants, staff members, or health professional affiliates; and (iii) all appeal periods in respect

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By:  _____

Title: VP Acquisitions + Development
("Seller")

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

By: _____

Title:
("Buyer")

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: _____

Title:
("Seller")

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

By: _____

Title:
("Buyer")

Patrick J. Cawley, MD
Executive Director
Medical University Hospital Authority

Approved as to
Form
Annex D
11-19-18

March 1, 2023

Director of Contract Management
Otis Elevator Company
101 Corporate Blvd, Suite 105
West Columbia, SC 29169

Re: **Consent to Assignment** - Elevator Service Agreement (the "Agreement")

Dear Sir or Madam:

Please be advised that the **Regional Medical Center of Orangeburg and Calhoun Counties** ("Hospital"), will enter into a Lease and Management Agreement pursuant to which Hospital and its affiliates will relinquish management of the hospital facility and related health care facilities owned and operated by Hospital to **Medical University Hospital Authority**, a political subdivision of the State of South Carolina ("MUHA"), used in connection with all of the operations of Hospital. This transaction is scheduled to take place on February 28, 2023 (the "Closing"), with operations under MUHA to commence effective March 1, 2023.

In connection with and subject to the Closing, Hospital will assign all of its rights and interests under the Agreement to MUHA, and MUHA will assume all of the rights and obligations of Hospital under the Agreement arising on and after the date of the Closing. Hospital will remain responsible for all obligations arising under the Agreement prior to the Closing.

Please let this letter serve as formal notice to Otis Elevator Company that Hospital will become **Medical University Hospital Authority d/b/a MUSC Health Orangeburg, part of MUSC Medical Center - Charleston** with tax ID # 57-1098556 effective on the Closing date.

Pursuant to the terms of the Agreement, please consent to the assignment of the Agreement to MUHA. Accordingly, Hospital hereby requests Otis Elevator Company consent to this assignment of the Agreement, as contemplated herein, by having the appropriate person sign this letter in the space provided below and returning it to Tiffany Jones, MUSC Health Orangeburg Contract Coordinator at jtiffan2@musc.edu. As time is of the essence, your prompt attention and response is greatly appreciated.

If you have any questions regarding the foregoing, please do not hesitate to contact Tiffany Jones, MUSC Health Orangeburg Contract Coordinator at jtiffan2@musc.edu. Thank you for your cooperation in this matter.

Sincerely,
/s/ Sabrina Robinson

Sabrina Robinson
Chief Operations Officer
MUSC Health Orangeburg
Part of MUSC Medical Center – Charleston

The undersigned hereby consents to the
Assignment of the Agreement:

By: *Danielle Stam*
Print: Danielle Stam
Its: Otis Elevator Company
Date: 3/16/2023

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Time, by and among PROVIDENCE HOLDING COMPANY, LLC, a Delaware limited liability company (“**Providence HoldCo**”), and its subsidiaries: PROVIDENCE HOSPITAL, LLC, a Delaware limited liability company (“**Providence**”), PROVIDENCE GROUP PRACTICES, LLC, a Delaware limited liability company, PROVIDENCE GROUP PRACTICES, II, LLC, a Delaware limited liability company, PROVIDENCE PHYSICIAN PRACTICES, LLC, a Delaware limited liability company, PROVIDENCE PROFESSIONAL SERVICES, LLC, a Delaware limited liability company, PROVIDENCE IMAGING CENTER, LLC, a Delaware limited liability company, PERS LEGACY, LLC, a South Carolina limited liability company, KERSHAW HEALTH HOLDINGS, LLC, a South Carolina limited liability company (“**Kershaw HoldCo**”), and its subsidiaries: KERSHAW HOSPITAL, LLC, a South Carolina limited liability company (“**Kershaw**”), KERSHAW ANESTHESIA, LLC, a South Carolina limited liability company, KERSHAW CLINICS, LLC, a South Carolina limited liability company, KERSHAWHEALTH CANCER CENTER, LLC, a Delaware limited liability company (each of the previously listed entities, collectively, “**Assignors**”) and Medical University Hospital Authority, a political subdivision of the State of South Carolina (“**Assignee**”).

WHEREAS, Assignors, Assignee and certain of Assignors’ Affiliates, have executed and delivered an Asset Purchase Agreement, dated as of July 2, 2021 (the “**APA**”); and

WHEREAS, pursuant to the APA, among other things, Assignors have agreed to assign to Assignee all of Assignors’ right, title and interest in, to and under the Assumed Contracts and Assignee desires to assume all of the duties, obligations and covenants arising under the Assumed Contracts after the Effective Time;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms in this Agreement that are not defined in this Agreement but are defined in the APA shall have the definitions stated in the APA.
2. **Assignment and Assumption.** Assignors hereby sell, convey, transfer, assign, set over, and deliver to Assignee, and Assignee hereby accepts and assumes, all of Assignors’ rights, title and interests in the Assumed Contracts (other than those Assumed Contracts specifically assigned to Assignee or its designee pursuant to other Transaction Documents). The assignment of such Assumed Contracts herein also constitutes a delegation of the duties of Assignors under those Assumed Contracts after the Effective Time and Assignee agrees to assume the performance of the obligations of Assignors after the Effective Time under such Assumed Contracts. Assignee hereby accepts the assignment from Assignors of such Assumed Contracts and assumes and agrees to pay, perform and/or discharge in accordance with their respective terms the Assumed Liabilities with respect to such Assumed Contracts that accrue after the Effective Time.

3. **Conflicts.** This Agreement is made subject to and with the benefit of the representations, warranties, covenants, terms, conditions and other provisions of the APA. If this Agreement conflicts with the APA, the APA shall control.

4. **Amendment.** This Agreement may be amended, supplemented or modified at any time, but only by a written instrument duly executed by Assignors and Assignee.

5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

6. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Time.

ASSIGNORS:

PROVIDENCE HOLDING COMPANY, LLC

By: Kathy League
Name: Kathy League
Title: AVP, Secretary

PROVIDENCE HOSPITAL, LLC

By: Kathy League
Name: Kathy League
Title: AVP, Secretary

PROVIDENCE GROUP PRACTICES, LLC

By: Kathy League
Name: Kathy League
Title: AVP, Secretary

PROVIDENCE GROUP PRACTICES, II, LLC

By: Kathy League
Name: Kathy League
Title: AVP, Secretary

PROVIDENCE PHYSICIAN PRACTICES, LLC

By: Kathy Teague
Name: Kathy Teague
Title: AUP, Secretary

PROVIDENCE PROFESSIONAL SERVICES, LLC

By: Kathy Teague
Name: Kathy Teague
Title: AUP, Secretary

PROVIDENCE IMAGING CENTER, LLC

By: Kathy Teague
Name: Kathy Teague
Title: AUP, Secretary

PERS LEGACY, LLC

By: Kathy Teague
Name: Kathy Teague
Title: AUP, Secretary

KERSHAW HEALTH HOLDINGS, LLC

By: Kathy Teague
Name: Kathy Teague
Title: AUP, Secretary

KERSHAW HOSPITAL, LLC

By: Kathy League
Name: Kathy League
Title: AUP, Secretary

KERSHAW ANESTHESIA, LLC

By: Kathy League
Name: Kathy League
Title: AUP, Secretary

KERSHAW CLINICS, LLC

By: Kathy League
Name: Kathy League
Title: AUP, Secretary


KERSHAW HEALTH CANCER CENTER, LLC

By: Kathy League
Name: Kathy League
Title: AUP, Secretary

[Signatures continue on following page]

ASSIGNEE:

**MEDICAL UNIVERSITY HOSPITAL
AUTHORITY**

By:  _____

Name: _____ **Patrick J. Cawley, MD**

Title: _____ **CEO, MUSC Health**
Medical University of South Carolina

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA

-APPROVED AS TO FORM-

BY: 

DATE: 7/30/24

ASSET PURCHASE AGREEMENT

BY AND AMONG

PROVIDENCE HOLDING COMPANY, LLC,

PROVIDENCE HOSPITAL, LLC,

PROVIDENCE GROUP PRACTICES, LLC,

PROVIDENCE GROUP PRACTICES, II, LLC,

PROVIDENCE PHYSICIAN PRACTICES, LLC,

PROVIDENCE PROFESSIONAL SERVICES, LLC,

PROVIDENCE IMAGING CENTER, LLC,

PERS LEGACY, LLC,

KERSHAW HEALTH HOLDINGS, LLC,

KERSHAW HOSPITAL, LLC,

KERSHAW ANESTHESIA, LLC,

KERSHAW CLINICS, LLC,

KERSHAWHEALTH CANCER CENTER, LLC,

LIFEPOINT HEALTH, INC.,

LEGACY LIFEPOINT HEALTH, LLC,

AND

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

DATED AS OF JULY 2, 2021

(h) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(i) Except when used together with the word “either” or otherwise for the purpose of identifying mutually exclusive alternatives, the term “or” has the inclusive meaning represented by the phrase “and/or”.

(j) References to books, records and other information include books, records or other information in any form or media, including paper and electronically stored data.

(k) All references in this Agreement to “Dollars,” “dollar” or “\$” shall mean the lawful currency of the United States.

(l) References to any Law is a reference to that Law as amended, consolidated, supplemented, or replaced from time to time, and to any successor Law thereto.

(m) References to time are references to Eastern time (as in effect on the applicable day, unless otherwise specified).

(n) The word “include” shall mean “include, without limitation” and the word “including” shall mean “including, without limitation”.

(o) References to any specific Governmental Authority are references to that Governmental Authority and to any Governmental Authority that is a successor thereto.

(p) Documents have been “provided to” or “delivered to” the Buyer in the event that Representatives of Buyer were able to access such documents in the Virtual Data Room no later than five (5) Business Days prior to either (1) the Execution Date or (2) the Closing Date, as applicable.

(q) All terms defined in this Agreement shall have the defined meanings contained herein when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

2. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES; EXCLUDED ASSETS AND EXCLUDED LIABILITIES

2.1 Acquired Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Sellers shall sell, assign, convey, transfer, and deliver to Buyer free and clear of all Encumbrances, other than Permitted Encumbrances, and Buyer shall purchase, all of the Sellers’ right, title, and interest in and to all of the tangible and intangible assets, rights, privileges, and interests owned by the Sellers or leased from MPT or its Affiliates pursuant to the MPT Lease and used exclusively by the Sellers in connection with the operations of the Businesses, except to the extent constituting Excluded Assets (collectively, the “Acquired Assets”) including the following:

(a) All of the following:

(i) All Owned Real Property;

(ii) All rights, privileges, and easements appurtenant to and for the benefit of the Owned Real Property or that burden the Owned Real Property, including all rights, if any, in minerals, oil, gas, and other hydrocarbon substances on and/or under the Owned Real Property, as

well as all development rights, air rights, water, water rights, and water stock, if any, relating to the Owned Real Property and any other easements, rights of way, or appurtenances relating to or used in connection with the ownership, operation, use, occupancy, or enjoyment of the Owned Real Property; and

(iii) All improvements, structures, buildings, and fixtures located on the Owned Real Property, including, without limitation, fixtures located on and/or used in connection with the ownership, operation, use, occupancy, or enjoyment of the improvements (such as heating and air conditioning systems, and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation, or other services thereto, any and all computers and/or computer systems used exclusively for or in connection with any building operating systems, telephone numbers, facsimile numbers, email addresses and listings, elevator systems, irrigation systems, climate control systems, and security systems);

(b) All tangible personal property, furniture, fixtures, tools, machinery, instruments, equipment (including medical and computer equipment at the Facilities), vehicles, and other tangible and intangible assets, lists which Sellers have provided to Buyer;

(c) All supplies, materials, pharmaceuticals, and inventory and other disposables and consumables on the premises of the Facilities as of the Effective Time (collectively, the “Supplies”);

(d) All working capital, assumable deposits and prepaid expenses, advancements, escrows, prepaid taxes that benefit Buyer, claims for refunds (other than refunds for Taxes for periods (or portions thereof) ending prior to the Effective Time), and other assets, in each case to the extent identified as “Retained by MUSC”, on Attachment E (the “Acquired NWC Assets”);

(e) All rights and interests in, to and under: (i) those leases of Leased Real Property identified on Section 4.27(a) of the Sellers’ Disclosure Schedule, including all of tenant’s rights and interest in the Kershaw Lease; and (ii) all other Contracts that are not leases of Leased Real Property, including (A) those identified on Section 4.27(a) of the Sellers’ Disclosure Schedule, and (B) Contracts entered into by Sellers after the Execution Date with the consent of Buyer or, pursuant to the terms of this Agreement, without the consent of Buyer, in each case, other than the Excluded Contracts ((i) and (ii) collectively, the “Assumed Contracts”);

(f) To the extent transferable under Law, including the HIPAA Privacy and Security Standards and all applicable state privacy laws, all patient and other books and records, including equipment records, medical/administrative libraries, medical records, documents, catalogs, equipment maintenance and update logs and records, other books, records, files and operating manuals;

(g) To the extent transferable or assignable, all Permits and Medicare and Medicaid provider agreements and corresponding provider numbers and all accreditations;

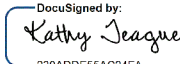
(h) All right, title, and interests of the Sellers in and to the Intellectual Property identified in Attachment F, which shall include domains for websites and e-mail: “@kershawhealth.org;”

(i) All right, title, and interest under all lease agreements, sublease agreements, and other agreements relating to the occupancy of real property, and all lease purchase arrangements, whether relating to real property (as landlord, tenant, sublandlord, or subtenant) or personal property (collectively, the “Assumed Leases”) identified in Section 4.27(a) of the Sellers’ Disclosure Schedule;

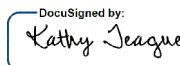
IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized officers as of the Execution Date.

SELLERS:

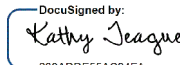
PROVIDENCE HOLDING COMPANY, LLC

By:  _____
Name: DocuSigned by:
239ADDE55AC24FA... _____
Title: _____

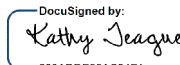
PROVIDENCE HOSPITAL, LLC

By:  _____
Name: DocuSigned by:
239ADDE55AC24FA... _____
Title: _____

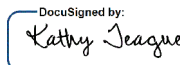
PROVIDENCE GROUP PRACTICES, LLC

By:  _____
Name: DocuSigned by:
239ADDE55AC24FA... _____
Title: _____

PROVIDENCE GROUP PRACTICES, II, LLC

By:  _____
Name: DocuSigned by:
239ADDE55AC24FA... _____
Title: _____

PROVIDENCE PHYSICIAN PRACTICES, LLC

By:  _____
Name: DocuSigned by:
239ADDE55AC24FA... _____
Title: _____

PROVIDENCE PROFESSIONAL SERVICES, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

PROVIDENCE IMAGING CENTER, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

PERS LEGACY, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

KERSHAW HEALTH HOLDINGS, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

KERSHAW HOSPITAL, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

KERSHAW ANESTHESIA, LLC

By: DocuSigned by:
Kathy Seague _____
239ADDE55AC24FA...
Name: _____
Title: _____

KERSHAW CLINICS, LLC

By: ^{DocuSigned by:} Kathy Seague _____
238ADDE55AC24FA...
Name: _____
Title: _____

KERSHAWHEALTH CANCER CENTER, LLC

By: ^{DocuSigned by:} Kathy Seague _____
238ADDE55AC24FA...
Name: _____
Title: _____

[Signatures continue on next page]

BUYER:

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA
-APPROVED AS TO FORM-
BY: *Annelle P. Orzech*
DATE: 7/2/21

By: *[Signature]*
Name: Patrick J. Cawley, MD
Title: Executive Director
Medical University Hospital Authority

LPNT (solely for purposes of Section 7.9 and Section 11.11):

LIFEPOINT HEALTH, INC.

By: _____
Name: _____
Title: _____

GUARANTOR (solely for purposes of Article 17):

LEGACY LIFEPOINT HEALTH, LLC

By: _____
Name: _____
Title: _____

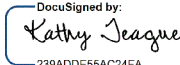
BUYER:

MEDICAL UNIVERSITY HOSPITAL AUTHORITY

By: _____
Name: _____
Title: _____

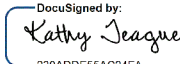
LPNT (solely for purposes of Section 7.9 and Section 11.11):

LIFEPOINT HEALTH, INC.

By:  _____
Name: _____
Title: _____

GUARANTOR (solely for purposes of Article 17):

LEGACY LIFEPOINT HEALTH, LLC

By:  _____
Name: _____
Title: _____

Sellers' Disclosure Schedule

Section 4.27(a)

Material Contracts

Contract Number	Contracting Entity	Vendor Other Party	Contract Type	Description	Effective Date	Consent to Assign Required?	Notice of Assignment Required?	Excluded?
121783.40094C	Providence Hospital, LLC	Otis Elevator Company	Service Agreement (Non-Clinical)	Elevator Maintenance Agreement	1/1/2009	No	No	No
121783.53058C	Providence Hospital, LLC	Otis Elevator Company	Equipment Service Agreement	Downtown campus elevator maintenance agreement	1/1/2013	Silent	Silent	No
121783.53059C	Providence Hospital, LLC	Otis Elevator Company	Equipment Service Agreement	Northeast campus elevator maintenance agreement	1/1/2013	Silent	Silent	No
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]