**DESCRIPTION:** Coastal Carolina University seeks a source or sources to provide complete elevator maintenance and repair services.

**SUBMIT OFFER BY (Opening Date/Time):** July 28, 2015 / 3 PM  See "Deadline for Submission of Offer" provision

**QUESTIONS MUST BE RECEIVED BY:** N/A  See "Questions From Offeror" provision

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

The term “Offer” means your “Bid” or “Proposal”.

**OFFERS MUST BE SUBMITTED IN A SEALED PACKAGE, WITH THE SOLICITATION NUMBER AND OPENING DATE ON THE PACKAGE EXTERIOR, TO EITHER OF THE FOLLOWING ADDRESSES** (see “Submitting Your Offer” provision; the term “Offer” means your “Bid” or “Proposal”):

<table>
<thead>
<tr>
<th>MAILING ADDRESS:</th>
<th>PHYSICAL ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coastal Carolina University</td>
<td>Coastal Carolina University</td>
</tr>
<tr>
<td>Procurement Services</td>
<td>Procurement Services</td>
</tr>
<tr>
<td>P.O. Box 261954</td>
<td>642 Century Circle</td>
</tr>
<tr>
<td>Conway, SC 29528</td>
<td>Conway, SC 29526</td>
</tr>
</tbody>
</table>

**CONFERENCE TYPE:** N/A  
**DATE & TIME:** N/A  
As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

**LOCATION:** N/A

**AWARD & AMENDMENTS**  
Award will be posted on July 31, 2015. The award, this solicitation, and any amendments will be posted at the following web address: http://www.coastal.edu/procurement/currentsolicitations.html

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

**NAME OF OFFEROR**  
(Full legal name of business submitting the offer)

**OFFEROR’S TYPE OF ENTITY:**  
(Check one)  
☐ Sole Proprietorship  
☐ Partnership  
☐ Corporation (tax-exempt)  
☐ Corporate entity (not tax-exempt)  
☐ Government entity (federal, state, or local)  
☐ Other _________________________  
(See “Signing Your Offer” provision.)

**AUTHORIZED SIGNATURE**  
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

**TITLE**  
(Business title of person signing above)

**PRINTED NAME**  
(Printed name of person signing above)  
**DATE SIGNED**

Instructions regarding Offeror’s name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

**STATE OF INCORPORATION**  
(If offeror is a corporation, identify the state of incorporation.)

**TAXPAYER IDENTIFICATION NO.**  

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Coastal Carolina University: Solicitation #IFB150611WBL Page 1 of 51  
Procurement Services (rev. June 2015)
HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Extension</th>
<th>Facsimile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)

- Payment Address same as Home Office Address
- Payment Address same as Notice Address
- Order Address same as Home Office Address
- Order Address same as Notice Address

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

<table>
<thead>
<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 21, 2015</td>
</tr>
</tbody>
</table>

See "Amendments to Solicitation" Provision

DISCOUNT FOR PROMPT PAYMENT

10 Calendar Days (%) 20 Calendar Days (%) 30 Calendar Days (%) ___ Calendar Days (%)

See "Discount for Prompt Payment" clause

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIOUS TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

- In-State Office Address same as Home Office Address
- In-State Office Address same as Notice Address

PAGE TWO

End of Page Two
INFORMATION FOR OFFERORS TO SUBMIT  
(Relocated from Section IV.)

AS A MINIMUM, Offerors shall submit the following:
1. A signed Cover Page and Page 2
2. All pages identified as Section VIII. BIDDING SCHEDULE/PRICE
3. Page identified as MINORITY PARTICIPATION / OFFSHORE CONTRACTING (if applicable)

In addition, Offerors should review the following sections for any additional information that may be required for submission:
1. Section IV. INFORMATION FOR OFFERORS TO SUBMIT
2. Section II. B. SPECIAL INSTRUCTIONS
3. Section III. SCOPE OF WORK / SPECIFICATIONS
4. Section V. QUALIFICATIONS
5. Any additional and appropriate attachments addressed in Section IX. ATTACHMENTS TO SOLICITATIONS

TIPS TO AVOID COMMON MISTAKES

- Read the solicitation in its entirety.
- Questions on the requirements of the solicitation must be asked during the questions phase of the solicitation (see “Questions From Offerors” section) and/or during a pre-bid/proposal conference if one is scheduled. Issues and/or concerns on the requirements raised in your response are too late.
- Unless expressly requested or required by the solicitation, do not attach or include any additional agreements with your bid/proposal.
- Exceptions to the mandatory clauses of the solicitation are generally not acceptable and will result in your bid/proposal being declared nonresponsive.
- Properly mark all protected, confidential, or trade secret information in accordance with the solicitation section titled “Submitting Confidential Information”. Please note that the entire bid/proposal cannot be marked as confidential, protected, or trade secret.
- Properly acknowledge any and all amendments. Instructions are provided in the “Amendments To Solicitation” section.
- Include the proper number of requested copies of your bid/proposal as requested on Page 1.
- Review these tips again prior to submitting your bid/proposal.

These tips are provided to assist offerors with avoiding common mistakes and are not to be taken as all inclusive of items required for the solicitation. The determination of the responsiveness of your bid/proposal will be evaluated against the solicitation document and not the above. You do not need to return this page with your bid/proposal.
AMENDMENT # 1

NOTICE

The original Invitation for Bid 150611WBL solicitation document, dated June 26, 2015, is hereby amended to revise the originally published solicitation document.

To ensure the clarity of the solicitation, prospective offerors should DISCARD THE ORIGINAL SOLICITATION DOCUMENT, dated June 26, 2015. This AMENDMENT #1 supersedes all previous solicitation documents in its entirety.

In an effort to assist in the review of this amendment, changes have been indicated in red type or red strikethroughs. Despite all attempts to note all changes, it is possible that one may be inadvertently left unmarked. Therefore, offerors are reminded to thoroughly read, understand and respond to the solicitation according to this amendment in its entirety.

Questions received from the prospective vendor community and the University’s responses to those questions are provided below.

1. Question: What are you currently paying the current maintenance provider for monthly maintenance?  
   Response: $1,596.00
2. Question: What is the total amount of money spent last year for items not covered by the maintenance contract not counting new elevators or modernized elevators?  
   Response: $3,240.63
3. Question: Please provide a current list of the Cat 5 test dates as several elevators did not have tags listing the date of the test?  
   Response: See attachments found at this URL: http://www.coastal.edu/procurement/currentsolicitations.html
4. Question: Please list any outstanding State Elevator violations.  
   Response: None.
5. Question: Page 19 calls for reports to be submitted by CD. Can we provide reports via electronic reporting?  
   Response: Yes.
6. Question: Does CCU have procure in place prior to service call to insure units are truly out of service to help avoid nuisance calls for running on arrival?  
   Response: Yes. University technicians check elevator before calling vendor for repair service.
7. Question: What is the current call back rate per elevator?  
   Response: $155.00 per hour during normal working hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.)  
              $175.00 per hour after hours
8. Question: How many calls were placed last year for minor vandalism and misuse last year?  
   Response: None
9. Question: We would like to view the service account history for all the elevators, at least the last year, and any notated maintenance issues the current contractor has had with any of the 24 elevators.  
   Response: See attachments found at this URL: http://www.coastal.edu/procurement/currentsolicitations.html
10. Question: We have a question regarding the price adjustment. The spec has conflicting statements. One statement allows for yearly price adjustments while the pricing page is asking for a total price for 5 years and that can only be determined without a yearly price adjustment. Which is correct?

Response: The price adjustments clauses contained within the solicitation are accurate. Price adjustments and increases shall not be increased during the initial term. The extended price of five (5) years on the Bidding Schedule is for estimation of services during the contract term.
I. SCOPE OF SOLICITATION –

**ACQUIRE SERVICES (JAN 2006):** The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

Coastal Carolina University is seeking a qualified vendor to provide complete preventative maintenance and repair services of the vertical transportation equipment for the University’s campus in accordance with all requirements and specifications stated herein.

**MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006):** Start date: September 4, 2015 to End Date: September 3, 2020. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date / Initial Contract Period”. [01-1040-1]

The five (5) year maximum contract period consists of a one (1) year initial term plus four (4) additional one (1) year options.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

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

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

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes 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.

STATEWIDE TERM CONTRACT. If the description or other areas of this solicitation indicates the solicitation will become a “statewide term contract”, then the meaning of University also includes any South Carolina Procurement Units [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”.

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

US or WE means the University.

UNIVERSITY means Coastal Carolina University.

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. [02-2A003-2]

**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: http://www.coastal.edu/procurement/currentsolicitations.html (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 (MODIFIED) (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 University official authorized to bind the University with regard to this procurement of the resulting contract. [02-2A007-1]

**AWARD NOTIFICATION (FEB 2015):** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

**BID/PROPOSAL AS OFFER TO CONTRACT (MODIFIED) (JAN 2004):** By submitting Your Bid or Proposal, You are offering to enter into a contract with the University. 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.
(B) "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 non-responsible.
(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 University, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]


COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED) (JAN 2004): Any offer received after the Procurement Officer 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 University purchasing office or the University’s mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

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 University 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]

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**DUTY TO INQUIRE (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 University's attention. See clause entitled "Questions from Offerors". [02-2A070-2]

**ETHICS CERTIFICATE (MAY 2008):** By submitting an offer and/or accepting an order, 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 University may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**IRAN DIVESTMENT ACT- CERTIFICATION (JAN 2015):**
(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtm. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the University to award a contract to you.
(b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List.
(c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

**OMIT TAXES FROM PRICE (MODIFIED) (JAN 2004):** Do not include any sales or use taxes in your price that the University may be required to pay. [02-2A080-1]

**PROTESTS (JUNE 2006):** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

**PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED) (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 University 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 University during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (MODIFIED) (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]

This section does not apply to contracts with an actual or potential value of up to fifty thousand dollars. [11-35-1550]

QUESTIONS FROM OFFERORS (MODIFIED) (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 University 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]

The preferred method for submitting questions is via email to the Procurement Officer's address noted on Page 1 of this document, with the subject line indicating “Questions – Solicitation (insert identifying Solicitation Number from Page 1). If you choose not to email questions, they may be sent to the Procurement Officer’s attention at the mailing address noted on Page 1 or by facsimile to 843-349-2184, to include the appropriate indication in the subject line.

REJECTION/CANCELLATION (MODIFIED) (JAN 2004): The University may cancel this solicitation in whole or in part. The University 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) (JAN 2004)

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

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

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

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

(e) Unbalanced Bidding. The University 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 University even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an
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 is 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 (MODIFIED) (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the University 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 University offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED) (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the University may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the University will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015): 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]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (MODIFIED) (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this University who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 989-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)
(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

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 – MANDATORY (FEB 2015): See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster. [R. 19-445.2042] [02-2B020-2]
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 University. The University assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the University assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

MAIL PICKUP (MODIFIED) (JAN 2006): The University's Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer. [02-2B080-1]

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIOUS TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)] [02-2B111-1]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision. [02-2B112-1]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by
the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code). [02-2B114-1]

PROTEST – CPO - MMO ADDRESS (JAN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us,
(b) by facsimile at 803-737-0639, or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201
[02-2B122-1]

SITE VISIT – MANDATORY (JAN 2006): See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer. [02-2B145-1]

SITE VISIT (MODIFIED) (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the University. The University assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the University 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 and Start Time: July 13, 2015 immediately following Pre-Bid Conference

Coastal Carolina University: Solicitation #IFB150611WBL
III. SCOPE OF WORK / SPECIFICATIONS –

Background
Coastal Carolina University is a dynamic, public comprehensive liberal arts institution located in Conway, just minutes from the resort area of Myrtle Beach, S.C. The University offers 67 areas of study toward the baccalaureate degree, and eight master's degree programs in accountancy, business administration, education, liberal studies, marine and wetland studies, and writing, plus the new Educational Specialist in Educational Leadership. The University begins offering its first doctoral program – the Ph.D. in Marine Science: Coastal and Marine Systems Science – in Fall 2014.

More than 9,900 students from across the country and the world interact with a world-class faculty, and enjoy a nationally competitive NCAA I athletic program, an inspiring cultural calendar, and a tradition of community interaction that is fueled by more than 180 student clubs and organizations.

The University comprises 102 main buildings on 620 acres including the Coastal Science Center and the Burroughs & Chapin Center for Marine and Wetland Studies, located on the East Campus in the Atlantic Center on U.S. 501, and the General James Hackler Golf Course at Coastal Carolina University, a public 18-hole golf facility located adjacent to the campus. The University also offers courses at the Myrtle Beach Education Center, and in Litchfield and Georgetown. A 1,105-acre tract, including a portion of Waties Island, provides a natural laboratory for extensive study in marine science and wetlands biology on an Atlantic coast barrier island.

Coastal Carolina University was founded in 1954 as Coastal Carolina Junior College and became an independent university in 1993.

Applicable Standards. The following documents of issue in effect on the date of the Bid shall form part of this specification:

- American National Standards Institute, Inc.:
  - ANSI A17.1 – Safety Code for Elevators and Escalators
  - ANSI A17.2 – Inspection Manual for Elevators and Escalators
  - ANSI A17.3 – Safety Code for Existing Elevators and Escalators

- South Carolina Department of Labor, PO Box 11329, Columbia, SC 29211-1329:
  - South Carolina Code of Laws, 1976, Title 41, Section 167-South Carolina Elevator Code

All elevators under this contract shall be maintained in first-class operating condition and must comply with all requirements of the current applicable standards, laws, regulations, ordinances, codes, etc.

Scope of Work

It is the intent of the University to acquire services for furnishing all supplies, materials, maintenance service vehicles, communication needs, labor, labor supervision, tools, test equipment, special equipment, and lubricants necessary to provide full preventive maintenance, special and routine adjustments and repairs, and special and routing replacements for the complete vertical transportation systems described herein. Vertical Transportation Systems covered by this specification are classified as Passenger Elevators, Freight Elevators, Dumbwaiters and Handicapped Lifts. Additional work may be requested of the successful contractor and the University reserves the right to add, delete, revise and expand services in response to changing requirements. Such modifications will be executed using a written Change Order with negotiated adjustments to the contract.

The University will provide the contractor with all normal utilities such as electricity, lights, water, etc., necessary for performing this contract.

A. General Conditions.
1. **Ownership.** Contractor will not assume possession or control of any part of the equipment but such equipment shall remain property of the University.

2. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all persons in direct proximity to the work site and to all property in the immediate vicinity.

3. **Insurance.** Contractor shall, at their own cost and expense, procure and maintain in full force and effect during the term of the contract. See Solicitation Section VII. Terms and Conditions – B. Special.

4. **Warranty.** Contractor shall guarantee all work required to the University's specifications and to those required by regulatory agencies during the contract period for the duration of the contract. Should the University determine during the contract period that any required work has been performed improperly or not performed at all, the contractor shall, after mailing of written notification by the University, correct said deficiency within seven (7) calendar days. Failure to correct the defect within seven (7) calendar days will be construed as default of the contract.

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

5. **Contractor’s Employees/Equipment.**

   a. 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.

   b. Employees shall carry identification prepared by the contractor and the University's Department of Public Safety. Contractor shall pay for all badges and identification.

   c. Contractor will comply with all applicable Federal, State and local laws and ordinances, all rules and regulations thereunder, and all University regulations and policies while on University property or while conducting University associated activities off of University property.

   d. Offensive Situations. The University is an institute of higher learning which provides teaching and research. Contractor shall ensure his personnel are cautioned against interruptions, noise or offensive situations or offensive language, which may interfere with students, faculty and employees.

   e. Contractor’s service vehicle(s) shall be clearly identified with the company's name and/or logo. Parking is the responsibility of the contractor.

B. **Special Conditions.**

1. **Acceptance of Elevators-Pre-Maintenance Repair.** Offeror agrees that by their own inspection they have found all elevators covered by this contract to be in suitable condition (meeting manufacturer’s standards) for them to accept the elevators under the
terms of the maintenance contract. The successful offeror, therefore, will not claim at any time during the life of the contract extra charges for any parts or service that may have been needed for maintenance of said elevators prior to award of contract. Should the offeror not find the elevators in suitable condition, a written report on each elevator not meeting this requirement, along with the cost for the necessary repairs must be submitted with the bid. Prior Service Maintenance Records can be made available to new contractor or to offerors prior to award.

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

It shall also be the responsibility of the winning offeror to acquire the necessary tool(s) and software to be able to communicate with all equipment – their own, the competitor’s proprietary and any non-proprietary equipment.

2. **End of Contract Period Maintenance.** Contractor must perform all necessary maintenance and repairs by the end of the contract period. Within the last ninety (90) days of the contract, bids may be obtained for the next contract period’s contract maintenance. All prospective offerors will have the right to inspect the equipment, review the State Elevator Inspection Report and submit a list of repairs and adjustments necessary to place the equipment in first class condition. Any repairs and/or recommendations from the State Elevator Inspection Report shall be excluded from this list. This list shall be submitted to the Office of Procurement Services with the offeror’s proposal and if in the opinion of the State and/or the University these repairs and adjustments are within the scope of the current contract, the current contractor shall make said repairs and adjustments within thirty (30) days after receiving notification of the work items.

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

3. **Inspections and Tests.** Contractor shall perform routine and periodic inspections and tests of all equipment at the frequency stated in ASME A17.1, part X, following the procedures set forth in ASME/ANSI A17.2 and as specified below:

   a. **One (1) Year Inspections and Tests:** Contractor shall, at intervals of not longer than one (1) year from the initiation date of this contract, perform the periodic inspection and tests as outlined in ASME A17.1, part X, Sections 1002, 1005, 1008, and 1010, as well as fire alarm testing based on NFPA guidelines (which is to be coordinated with the fire alarm contractor).

   b. **Five (5) Year Inspections and Tests:** 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 metal tag attached on the equipment, perform the inspection and tests outlined in ASME A17.1, Part X, Sections 1002 and 1005.

   c. **Certification:** Contractor shall submit certification to the University's Superintendent of Mechanical Maintenance, as the Contract Representative, to
show evidence of successful completion of the one (1) year and five (5) year inspection and testing in accordance with ASME A17.1 and as further specified in this contract.

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

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

If contractor fails to perform annual and five year tests on or before the due date, the contractor shall credit the owner the amount equal to one month's maintenance cost for that unit (line item price listed in Attachment G) each month until the test(s) are complete. The contractor shall furnish as required, at no cost to the University, personnel to accompany State Elevator Inspector when required. The inspection is performed annually and involves one technician for forty (40) hours. The contractor shall provide company contact information, including name and telephone number, to the University’s Contract Representative in order to schedule inspection(s). Contractor will be contacted by the University's Contract Representative or by a designated University staff member whose name is listed in University Contacts. (See O. University Contacts)

d. Testing. Contractor will conduct an annual test of all campus elevator phones. The test shall be performed in conjunction with the communication operators.

4. **Acceptance, Evaluation and Quality Assurance.** The importance of the elevators covered by these specifications demand that they be maintained in a satisfactory and safe operating condition in requirements of these specifications, ASME Code and with the South Carolina Elevator Code and Regulations and be kept capable of providing their initial maximum capacity, speed and performance. The University reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the University may immediately demand that the contractor place the elevator in condition to meet these requirements. The contractor's failure to comply with such a demand within fourteen (14) days will constitute a circumstance under which the University may terminate the contract. If the demand is not promptly complied with, the University may terminate the contract and may enter into an agreement with other contractors to perform such work and charge the total cost thereof to the contractor.

5. **Routine Service Calls and Inspection Record.** Each time an elevator is serviced, whether emergency or regular, a report on a contractor supplied University's Facilities Planning & Management approved form shall be submitted to the University no later than the next work day after servicing. The report shall include information such as the date, hour, location, nature of the trouble for which a service call was required and must include a brief description of services performed or the contractor must leave with the University’s Contract Representative, or with a University staff member whose name is listed in University Contacts, a copy of the University’s Maintenance Work Order. Contractor’s mechanic must report to the University’s Facilities Planning and Management Office, Winyah House, 102 Shop Road, Conway, SC 29526, upon arrival and completion of each service call. Contractor will respond only to calls from the
University’s Contract Representative or from a University staff member whose name is listed in University Contacts.

6. **Call Back Service.** Contractor shall provide two (2) hour call back response time twenty-four (24) hours per day, seven (7) days per week, for all elevators which in the University’s opinion needs attention before the contractor’s next scheduled routine maintenance visit. Overtime emergency call back service for all buildings is included in this contract at no additional cost to the University. Contractor shall provide twenty-four (24) hour answering service. An answering machine shall not be substituted for this requirement. Contractor will respond only to calls from the University’s Contract Representative or from a University staff member whose name is listed on the University Contacts list.

Emergency calls for stranded elevators carrying passengers, shall be responded to within thirty (30) minutes, during normal working hours, and one (1) hour at all other times for all elevators under this contract. All overtime entrapment trouble calls are to be made by the Contractor at no additional cost to the University.

7. **Failure to Perform.** The University reserves the right to engage the services of an elevator consultant at any time during the life of the contract for the purpose of evaluating services received. The consultant’s decision as to contractor’s responsibility in fulfilling their contract obligation shall possibly be final, with approval from the University. However, the consultant cannot recommend that anything be added to the elevator that was not present when the contract was awarded. If the contractor fails to make immediate correction to elevators as directed by the consultant through the University, any or all contracts held by the contractor may be canceled.

8. **Addition or Deletion of Units.** Elevators to be serviced and maintained under this contract are specified in Attachment G. Any unit added or deleted by the University from said list will result in an equitable adjustment to the contract price. Any unit added that is of the same make and model number currently on the contract will be added at the current monthly contract price. Any unit added that is not currently on the contract will be negotiated by the University and the contractor and added per written change order. If a unit is deleted, the price as stated on the contract in effect for effected unit will be subtracted from the contract price.

9. **Contractor’s Representative.** Contractor shall, within five (5) days after the award of the contract, submit a written identification and notification to the University’s Contract Representative of the name, title, address and telephone number of one individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor’s performance under the contract shall be addressed. Any subsequent changes in the above shall be reported by the contractor to the University immediately.

10. **Spare Parts.** To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the successful bidder will be required to have and maintain a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be of equal to or better than original manufacturer’s parts.

Used parts or parts that are not equal to or better than genuine manufacturer’s parts are not acceptable and will not be permitted.

See Attachment A, Spare Parts list contractor shall maintain.
11. **Service, Parts and Manuals.** With the exception of new installations, the University does not have service manuals for all installed elevators. Contractor is responsible for attending pre-bid conference and site visit to make determinations for required repairs. Working schematics and wiring diagrams are located in each elevator machine room, with a few exceptions. Schematics, plans, etc. must be ordered at the contractor's discretion and expense. At termination of the contract, the University shall retain all blueprints, wiring diagrams and other pertinent data that may have been furnished by the University and updated by the contractor.

12. **Scheduled Testing.** The current contractor must provide verification that all inspections have been performed in accordance with the current ANSI A17.1 Elevator Code. Notification must be given in writing ten (10) days prior to conducting running safety test. Contractor shall furnish the University a written schedule of when major service resulting in downtime will be performed at least thirty (30) days prior to service.

13. **General Housekeeping.** Contractor must maintain housekeeping on all of the elevators. Elevator pits, machine rooms, penthouses, hoist way walls and cables shall be kept clean and free of scrap parts, oily rags, combustible materials, dirt, dust and debris. Vacuuming is required. An inspection of the University's elevators will be conducted by Facilities Management between the tenth (10th) and twelfth (12th) working day of each month. Noncompliance to this requirement will subject the contractor to the requirement for correction stated in this document. Multiple offences will be grounds for termination of the contract or a reduction in the overall fee paid by the University for monthly service.

14. **Work Documentation.** Contractor shall be required to furnish and use some form of work documentation such as a ‘trip ticket’. Such documentation shall, at a minimum, contain an address, date, time of arrival and departure, location of work, and services rendered. The University's Contract Representative or a University staff member whose name is listed on University Contacts will sign each ‘trip ticket’ prior to departure. The ‘trip tickets’ should at a minimum be equal to the total number of man hours monthly as stated in the Preventive Maintenance Service section. Reference “Preventive Maintenance” section for clarification.

15. **Annual Survey.** Once a year at a time agreeable to both the contractor and the University, the contractor shall prepare a written submission of an elevator survey on the condition of the University'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.

16. **Invoicing/Payment.** Contractor shall submit invoices monthly for preventive maintenance furnished during the preceding month. The University will not pre-pay for services. Payments in amounts stipulated in this contract shall be made upon submission of approved invoices. Invoice shall be broken down on a per building cost.

Payments of bills which were incurred by the University as a result of misuse of equipment, negligence, etc., and not covered under this contract due to normal wear and tear, will be paid on an individual basis as incidents occur and should be invoice separately from normal monthly charges. The contractor shall submit to the University itemized invoices indicating the date, location and a brief description of each service performed.
If necessary, at the commencement or termination of this contract, payment shall be made for any fraction part of a month’s service at the rate of one-thirtieth (1/30) of the monthly charge for each day of service rendered.

17. **Job Conferences and Written Reports.** Contractor shall, at intervals of no longer than ninety (90) days from the initiation date of this contract, schedule and meet with the University’s Contract Representative or a University staff member whose name is listed in University Contacts to review performance and schedule major repairs contemplated during the next ninety (90) day period. Contractor shall furnish the University a written schedule when major service resulting in downtime shall be performed at least thirty (30) days prior to service requirements.

Contractor shall submit to the University’s Contract Representative a monthly written performance report. 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. An example of a monthly written performance report is shown as Attachment F. Report must be submitted on CD.

D. **Preventive Maintenance Specifications:** See Attachment B for Preventive Maintenance Specifications.

E. **Scheduling of Preventive Maintenance:**

1. All normal work under this Agreement will be performed during normal work hours (8:00 am-5:00pm), Monday through Friday. Removal of elevators from service shall be coordinated with and approved by the University’s Supervisor of Mechanical Maintenance, or Assistant Supervisor of Mechanical Maintenance. To the extent possible, all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building operation.

2. No elevator will be taken out of service during the normal business day without prior notification to the University 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.

F. **Work Excluded Under Preventive Maintenance:** See Attachment C for Preventive Maintenance, Work Excluded Under Preventive Maintenance.

G. **Required Maintenance Service and Schedule of Maintenance Operations:** See Attachment D for Schedule of Maintenance Operations.

H. **Performance Requirements:** See Attachment E for Performance Requirements.

I. **Minor Vandalism:** As stated above, the elevator contractor shall include in the price for maintenance, calls due to vandalism or nuisance. 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.

J. **Running on Arrival:** During normal business hours, any calls that result in “running on arrival” will not be charged to the owner.

K. **Signage:** 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. Contractor will remove all signs when the elevator is placed back into service.

L. **Corrective Action:** The owner reserves the right to contract any work necessary to maintain the elevators safe performance in compliance with the word of this contract, at the elevator maintenance contractor’s expense providing the elevator maintenance contractor does not respond to documented deficiencies within seven (7) days of written notice.

M. **Continuation of Service:** 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, the University 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.

N. **Lock Out/Tag Out:** Contractor is responsible for abiding by the University’s current Lock Out/Tag Out Procedure Code. A copy of the procedure will be provided to the contractor by the University’s Contract Representative or by the Supervisor of Mechanical Maintenance.

O. **University Contacts:** The following is a list of authorized/designated University Contacts for the term of this contract. The University will update the list as necessary and provide same to contractor.

- University’s Contract Representative – Superintendent of Mechanical Maintenance
  - Kerry Lord
  - klord@coastal.edu
  - Cell Phone: (843) 457-2155

- Assistant Superintendent of Mechanical Maintenance
  - Bill Suggs
  - wsuggs@coastal.edu
  - Cell Phone: (843) 421-3389

- University Manager, Repairs and Renovations
  - Del Altman
  - laltman@coastal.edu
  - Cell Phone: (843) 421-3439

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (MODIFIED) (JAN 2006):** After award, all deliveries shall be made and all services provided to the location specified by the University in its purchase order. [03-3015-1]

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

See page 3 of this solicitation.

In addition, Offerors shall submit the following:

1. A listing of three (3) reference accounts within the last five years where the services offered were of similar size and scope to the services requested in this solicitation. Include name, address, email address telephone number and title of person to contact for inquiry as to Offeror’s experience and performance. Include past performance for similar activities of any State of South Carolina agencies on previous projects, if applicable. Reference account must not be affiliated with Offeror. The University reserves the right to contact any, all or none of the reference provided pursuant to this section.
2. A general history and experience of the business in providing work of similar sizes and scope.

3. Provide a complete description and location of the base of operation including warehouse facilities which will be used in the performance of the contract issued from this solicitation. Include a general statement regarding on hand quality of spare parts that are equal to or better than manufacturers original parts. The University reserves the right to inspect Offeror’s base of operation and warehouse facilities.

4. A copy of contractor’s current City of Conway Business License.

5. Provide a complete list of service personnel including their qualifications, experience, and length of company service. Offeror’s personnel providing elevator maintenance services during the term of the contract must have five (5) years’ experience in the trade or possession of a Mechanics Card. Offeror must submit copies of Mechanics Card, elevator course or modules completed by offeror’s personnel.

6. List of terminated or failed projects, suspensions, debarments and significant litigation. [05-5015-2]

7. A narrative sufficient to address the requirements noted in Section V. Qualifications – Special Standards of Responsibility and Required Information.

MINORITY PARTICIPATION (JAN 2006). (Moved to Section IX. ATTACHMENTS TO SOLICITATION.)

OFFSHORE CONTRACTING (JAN 2006): (Moved to Section IX. ATTACHMENTS TO SOLICITATION.)

RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research.

[ ] Yes [ ] No (Items:__________________________________________) If the above applies to more than one item, please indicate above. [04-4025-1]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, 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:
Offeror’s personnel that will be providing elevator maintenance services during the term of the contract must have five (5) years’ experience in the trade or possession of a Mechanics Card.

(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm’s key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.

(c) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): 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 in Section IV. Information for Offerors to Submit is complete.

SUBCONTRACTOR – IDENTIFICATION (MODIFIED) (FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information”, as defined in the clause entitled “Information Security – Definitions, “ if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the University may evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA–

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

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 (MODIFIED) (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 University 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 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 (MODIFIED) (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 University. 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 University orders and/or 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 cancellable and subject to immediate termination by the University 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 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 & ORDER OF PRECEDENCE (MODIFIED) (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the University’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 University, (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 the University. 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 (MODIFIED) (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 University 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 a 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]

EQUAL OPPORTUNITY (MODIFIED) (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]
The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The Contractor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [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. Contractor’s price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (MODIFIED) (FEB 2015): Any term or condition is void to the extent it requires the University to indemnify, defend, or pay attorney’s fees to anyone for any reason. [07-7A045-2]

NOTICE (MODIFIED) (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 University shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

PAYMENT & INTEREST (MODIFIED) (FEB 2015): (a) The University shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two". (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor’s exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the University 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 University 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. § 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 University shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (MODIFIED) (JAN 2006): Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]
PURCHASE ORDERS (MODIFIED) (JAN 2006): CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE UNIVERSITY. The University 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]

IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS - (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(8), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

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 (MODIFIED) (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 University, 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 University. It shall be solely the University’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 University to contractor, contractor shall be liable to the University 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 (MODIFIED) (JAN 2006): The University 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 University’s rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL –

CHANGES (MODIFIED) (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 University in accordance therewith;
(b) Method of shipment or packing;

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(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 University 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 University 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]

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (MODIFIED) (JAN 2006): Through acceptance of an order or contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, and all University regulations and policies while on University property or while conducting University associated activities off of University property. University policies are available through this web site: http://www.coastal.edu/policies/ The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. The University's policy on Protection of Minors can be found at: http://www.coastal.edu/policies/policyDetails.html?x=182

By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract. [07-7B035-1]

CONTRACT ADMINISTRATION (CCU): Questions or problems arising after award of a contract shall be directed to the Procurement Officer, Coastal Carolina University, Procurement Services, PO Box 261954, Conway SC 29528. The office of Procurement Services is located in Atlantic Hall, 642 Century Circle, Conway SC.

CONTRACTOR'S LIABILITY INSURANCE (MODIFIED) (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.

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(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) The University, and its officers, officials, employees and volunteers, 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. The endorsement must contain the following language:

“Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured.”

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, the University, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, the University, 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 University 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 University 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 University 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 University 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 the University a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or the University 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 the University 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 University. The University 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 University 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) (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor certifies that its employees, volunteers, and participants are not registered sex offenders and have not been convicted of a felony. The Contractor will be responsible for compliance with Title IX and Title VII of federal civil rights laws while on University property or while conducting associated activities off University property. Failure to comply with the above may result in unilateral and immediate revocation of this contract. The use of all tobacco products is prohibited in or on all University property. Tobacco products include all forms of tobacco and smoke-related products, including but not limited to, cigarettes, cigars, pipes, chewing tobacco, snuff, water pipes (hookahs), bidis, kreteks, smokeless tobacco, electronic cigarettes and other devices allowing for the ingestion, combustion, inhalation or other use of tobacco. [07-7B060-1]

**CONTRACTOR’S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]
DEFAULT (MODIFIED) (JAN 2006):

(a)(1) The University 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 University'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 University 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 University 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 University 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 University may require the Contractor to transfer title and deliver to the University, 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 University has an interest.

(f) The University 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 University may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the University 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 University, be the same as if the termination had been issued for the convenience of the University. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the University, 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 University in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7b075-1]

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES (MODIFIED) (JAN 2006): The University may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY - UNKNOWN (MODIFIED) (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The University does not guarantee that the University will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) (CCU): Contractor warrants that it will not make available or distribute any student education records it receives from the University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by the University to its employees with a legitimate need to know in order for the seller to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Contractor will notify the University immediately in the event of a security breach that could or does impact the University records or data. Contractor agrees that University data will not be shared or sold to third parties without prior written authorization from the University. Contractor agrees to notify the University immediately if it receives a subpoena, court order or other request for University data so the University can take appropriate action if needed.

ILLEGAL IMMIGRATION (MODIFIED) (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 University upon request any documentation required to establish whether: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS - 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 (MODIFIED) (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 the order. Note: The University campus is located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]
OFFSHORE CONTRACTING PROHIBITED (FEB 2015): No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United States or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

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 ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & 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]

PURCHASING CARD (MODIFIED) (JAN 2006): Contractor agrees to accept payment by the University Purchasing Card for no extra charge. The University Purchasing Card is issued by Visa through a statewide program offered to state agencies which allows agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venture 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]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (MODIFIED) (FEB 2015): (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to
market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.  (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the University liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.  [07-7B212-1]

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (MODIFIED) (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the University may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the University an amount equal to twice the difference between the price paid by the University and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one 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 (MODIFIED) (JAN 2015): (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the University elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (MODIFIED) (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the University. 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 University. 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 University 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 University 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 a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the University 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 University, 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 University's right to require the termination of a subcontract, or (ii) increase the obligation of the University 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):

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price / 1YEAR</th>
<th>Extended Price / 5 YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Year</td>
<td>$__________</td>
<td>$__________</td>
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</tbody>
</table>

**Item Description:** Elevator maintenance and repair per specifications as stated herein

<table>
<thead>
<tr>
<th>Service Contract Preferences</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Section 11-35-1524(C)(1)(iii) – Select RCP if you qualify for the Resident Contractor Preference.</td>
<td>RCP</td>
</tr>
<tr>
<td>• Section 11-35-1524(D)(1)&amp;(2) – Select RSCP-2% if you qualify for the Resident Subcontractor Preference – 2%:</td>
<td></td>
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<tr>
<td>➢ You must identify the subcontractor that will perform the work:</td>
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<tr>
<td>➢ You must identify the work the subcontractor is to perform:</td>
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<tr>
<td>➢ What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement?</td>
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<tr>
<td>• Section 11-35-1524(D)(1)&amp;(2) – Select RSCP-4% if you qualify for the Resident Subcontractor Preference – 4%:</td>
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<td>RSCP-4%</td>
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**Note:** All unit prices must be entered on Attachment G and on above Bidding Schedule. Unit Price is the price per year. Extended price is the total for five (5) years.

**Note:** South Carolina sales tax will not be paid on freight.
IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST: The following documents are attached to this solicitation: [09-9002-1]

CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

ATTACHMENT A – SPARE PARTS INVENTORY TO BE MAINTAINED BY CONTRACTOR

ATTACHMENT B – PREVENTIVE MAINTENANCE SPECIFICATIONS

ATTACHMENT C – PREVENTIVE MAINTENANCE EXCLUSIONS

ATTACHMENT D – REQUIRED MAINTENANCE SERVICE AND SCHEDULE OF MAINTENANCE OPERATION

ATTACHMENT E – PERFORMANCE REQUIREMENTS

ATTACHMENT F – EXAMPLE OF MONTHLY WRITTEN PERFORMANCE REPORT

ATTACHMENT G – UNIVERSITY ELEVATOR LIST

ATTACHMENT H – BID COMPONENTS (For Informational Purposes only)
CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

MINORITY PARTICIPATION (JAN 2006):

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity:

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?

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

☐ Traditional minority
☐ Traditional minority, but female
☐ Women (Caucasian females)
☐ Hispanic minorities
☐ DOT referral (Traditional minority)
☐ DOT referral (Caucasian female)
☐ Temporary certification
☐ SBA 8 (a) certification referral
☐ Other minorities (Native American, Asian, etc.)

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

[04-4015-1]

OFFSHORE CONTRACTING (JAN 2006):

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore?

(b) What percentage (%) of the total work is being contracted offshore?

(c) What percentage (%) of the total value of the contract is being contracted offshore?

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

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

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

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 Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

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

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:
http://www.sctax.org/Forms+and+Instructions/withholding/default.htm

[09-9005-1]
ATTACHMENT A

SPARE PARTS INVENTORY TO BE MAINTAINED BY CONTRACTOR

The contractor must maintain in his **maintenance stock warehouse (or have next-day access to)**, at all times for **immediate delivery and installation a sufficient supply of emergency parts for repair of each elevator**. This inventory shall include as a minimum, the following for each size and type used. Materials or parts to be used are to be original manufacturer’s replacement parts or equal. A list of replacement parts in stock, by part number, shall be submitted by the contractor with the bid document. Contractor shall maintain an up-to-date inventory of all spare parts by part number.

A. Contractor shall keep in each machine room an adequate supply of replacement parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in rated metal cabinets. All cabinets and containers to be provided by contractor and will become the property of the University.

Following replacement parts are to be warehoused in each machine room for each type of elevator covered by this document:

1. Coils: minimum of one (1) for each type relay contact.
2. Contacts: minimum of three (3) for each type used
3. Conductor: a supply for each type used
4. Motor bushes: minimum of one set for each type used
5. Supply of lubricants for each requirement
6. Supply of fuses
7. Interlock rollers and contacts: minimum of two (2) each
8. Car and hoist way door hanger rollers: minimum of two (2)
9. Car and hoist way door gibs: minimum of one (1) set each type
10. Car and hoist way door closer parts (springs, spiralators, etc.)
11. Door operator belts, chains, and brushes: minimum of one (1) set each type
12. Door operator drive block, clutch rollers, fingers: minimum of one (1) set each type
13. Photo electric tube: minimum of one (1) each type
14. Saf-T-Edge pivot arm assembly and switch: minimum of one (1) each type.
15. Signal fixture lamps: minimum of five (5) each type.
16. Selector cams and contact assemblies: minimum of one (1) each type
17. Brake contact: minimum of one (1) each type
18. Normal renewal parts peculiar to equipment covered by this specification
19. PC boards for critical elevators

B. In addition, the following parts are to be warehoused for immediate use and must be reasonably obtainable within twenty-four hours of notice.

1. Supply of selector tapes to handle highest rise.
2. Roller guides and gibs for car and counterweight
3. Power supplies and pre-amplifier for electronic proximity device
4. Car and hoist way door shields
5. Complete car door safety edge (mechanical)
6. Transformers and rectifiers for all controller power supplies
7. Door operator motors for each type used
8. Door operator gear reduction units for each type used
9. Controller and selector coils for each type used
10. Component parts, including contacts, for each type switch used.
11. Car and hall buttons, including electronics, with contacts for each type used
12. Replacement relay for each type used
13. Selector drive motor
14. Geared machine brake shoe and lining assembly: minimum of one (1) set for each drive
15. Solid state timers and printed circuit regulator board; minimum of one (1) type

**Spare Lending Parts:*** Contractor shall list 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.
ATTACHMENT B

PREVENTIVE MAINTENANCE SPECIFICATIONS

Contractor shall perform the following Preventive Maintenance:

1. Regularly and systematically inspect, adjust, clean, lubricate, and when conditions warrant, repair or replace: machines, motors, generators, and controller parts including but not limited to worms, gears, thrust bearings, seats, commutators, rotating elements, coils, contacts, resisters, 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 gibbs 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. All safety tests required by the ANSI-A17.1 shall be performed when due and in the presence of a State official and the University's Supervisor of Mechanical Maintenance or Assistant Supervisor of Mechanical Maintenance.

4. Renew all wire ropes 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:
   - Interlocks
   - Car and Hatch Door Operators
   - Car and Hatch Door Hangers
   - Door Closers
   - Signal Systems (these have been noted as a persistent problem and require prompt attention)

7. Replace fuses associated with elevator electrical service.

8. Replace defective car telephones. Car telephones are supplied by Contractor.
ATTACHMENT C

PREVENTIVE MAINTENANCE EXCLUSIONS

Work Excluded Under Preventive Maintenance. 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. The University will not be obligated to issue other repair work to the contractor and may seek other quotations. The University shall exercise care with regards to work performed by another contractor and that impact on warranties and guarantees (see item 5 below)

1. Car enclosure including removable panels, door panels, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, and floor coverings.
2. Replace car guide rails.
3. Hoist way enclosure, hoist way gates, doors, frames and sills.
4. Repair hoist way structure, including landing sills.
5. 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.
6. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal or other authorities.
7. Main line power switches, breakers and feeders to the controller.
8. Underground and/or buried piping and jack casing.
9. Replace outer housing of hydraulic jack.
10. Extend electric power supply to equipment, from disconnect ahead of main switch which controls that equipment.
11. Smoke and fire sensors with related control equipment not specifically of the elevator controls.
12. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
13. Emergency generators and associated contracts.
ATTACHMENT D

REQUIRED MAINTENANCE SERVICE AND SCHEDULE OF MAINTENANCE OPERATION

Required Maintenance Service:

a. Contractor under this contract will use trained mechanics directly employed and supervised by Contractor. These mechanics will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating conditions.

b. Contractor shall regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: Machines, Motors, Generators and Controller Parts, including but not limited to worms, gears, thrusts Bearings, Bearings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frames, and other parts.

These replacement parts shall be equal to or better than the parts installed by original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer to the University as repairs are completed.

c. Contractor will keep the guide rails properly lubricated, secured and aligned at all times except when roller guides re used, and when necessary renew guide shoe gibbs or guide rollers in order to assure smooth and quiet operation.

d. Contractor will periodically examine all safety devices and governors, and equalize the tension on all hoisting ropes. All safety tests required by the ASME A17.1 shall be performed when due and in the presence of a State official, or his designee, and the Contract Representative.

e. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables.

f. All lubricants used by the contractor will be equal to or better than the quality specified by the manufacturer of the equipment.

g. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:
   - Interlocks
   - Car and hatch Door Operators
   - Car and Hatch Door Hangers
   - Door Closers
   - Signal System

Schedule of Maintenance Operation:

The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule includes the minimum operations to be furnished. The successful bidder should recognize that additional service(s) may be required in order to comply with performance evaluation requirements.

1. 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. These services shall be accomplished during the first five (5) working days of the month. Documentation of the following shall be required.

   a. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.

   b. Inspect and wipe clean all motors, machines, gearboxs and generators using an approved solvent.
c. Inspect controllers, selectors, selector drives and governors.

d. Clean direction and accelerating switches.

e. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.

f. Lubricate selector drive screws and guides and clean contacts if necessary.

g. 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.

h. Check car fan motors for proper operation.

i. Inspect drive and secondary sheaves, clean if required.

j. Check bearings for proper operation and wear.

k. Check machine gear oil

l. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all small control motors and regulators.

m. Thoroughly examine and clean starter and control panels.

n. Examine and clean the buffers. Oil if necessary. Perform “hand test” of plunger return.

o. Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.

p. Clean car top and pit.

q. Firefighters’ service operation, telephone communications and emergency car light and alarm bell shall be tested and documented monthly to be sure it is functioning properly as required by ASME A17.1 and the Southern Building Code.

r. Replace burned out light bulbs in elevator pits and car tops.

s. Test and maintain elevator cab phones. Replace phones beyond repair with one selected by the University’s Contract Administrator.

t. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.

2. 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:

   a. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.

   b. Clean hoist way pits and inspect equipment in them.

   c. Check, clean and adjust operation of slowdown and limit switches.

   d. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
e. Check retiring cam operations and make necessary adjustments or corrections.

f. Examine traveling cables for wear and position.

g. Seal any machine gear oil leaks, examine gear teeth for cutting or noise.

h. While riding on top of cars, physically check condition and operation of door locking equipment.

i. Examine door closer equipment

j. Examine car and counterweight guide shoe and fastenings

k. Clean and lubricate hatch door hanger tracks and door arms

l. Inspect car station cover. Blow out, clean and replace switches and buttons when necessary.

m. Inspect and maintain elevator pit sump pumps, if installed.

n. All parts subject to rust will be painted as required to maintain a presentable appearance.

3. 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:

   a. 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.
   
   b. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.
   
   c. Refill machine gear oil with fresh oil as necessary.
   
   d. Clean rails, hatch walls, overhead sheaves and beams. Check bracket bolts for tightness.
   
   e. Fire alarm testing per NFPA.

4. 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:

   a. Check brushes and rush holders
   
   b. Clean and lubricate automatic slow down and stopping switches on top of cars.
   
   c. Inspect, clean, lubricate car guides (unless roller guides are used).
   
   d. Examine all wire ropes and fastenings.

5. 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:

   a. 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.
b. Check and adjust rope tension.


d. Clean door channels.
ATTACHMENT E

PERFORMANCE REQUIREMENTS

It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through its own investigation or that of the company representative that those standards are not being maintained, the contractor will be given fourteen (14) days’ notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the University.

The following are performance levels which are a part of the original design and which shall be maintained at all times:

1. 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%.

2. Leveling accuracy of all elevators shall be maintained at all times.

3. 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.

4. 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.

5. Variable car and hall door open times shall be maintained or adjusted as may be requested by the State or the University.

6. 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 University test data indicating performance levels and proof that variable and fixed features are operating properly and all circuits and time settings are properly adjusted.

7. Performance levels of elevator operations (i.e., cycle times, door opening speed, door closing speeds, etc.), as determined by Code (Rule 112.3 of the ASME A17.1 Elevator code) must be maintained:

   a. 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”.

   b. 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.

   c. 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.

8. The University shall evaluate performance by the number of maintenance related call backs per unit per year. The maximum number of call backs allowable are as follows:

   a. All traction elevators:
      During the first year of the contract ten (10) call backs per unit per year,
      During the second year of contract six (6) call backs per unit per year.
      During the third year of contract and thereafter four (4) call backs per unit per year.

   b. All other elevator/handicap lift equipment four (4) call backs per unit per year.
ATTACHMENT F

**EXAMPLE OF MONTHLY WRITTEN PERFORMANCE REPORT**

MONTH: ____________________________, 20__

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<th>SERVICES RENDERED</th>
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## ATTACHMENT G

### UNIVERSITY ELEVATOR LIST

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<td></td>
<td></td>
</tr>
<tr>
<td>Bryan Information Center</td>
<td>Schindler</td>
<td>Hydraulic</td>
<td>2</td>
<td>Passenger</td>
<td>260173</td>
<td>2000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eaglin Hall</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>3</td>
<td>Passenger</td>
<td>2600950</td>
<td>3500</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Softball Complex</td>
<td>Thyssen Krupp</td>
<td>Hydraulic</td>
<td>2</td>
<td>Passenger</td>
<td>2600097</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Center</td>
<td>Virginia Controls</td>
<td>Hydraulic</td>
<td>2</td>
<td>Passenger</td>
<td>2600097</td>
<td>2100</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swain Hall</td>
<td>Schindler</td>
<td>Hydraulic</td>
<td>2</td>
<td>Passenger</td>
<td>261778</td>
<td>3500</td>
<td></td>
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</tr>
<tr>
<td>Ingle Hall</td>
<td>Schindler</td>
<td>Hydraulic</td>
<td>3</td>
<td>Passenger</td>
<td>2600733</td>
<td>2500</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheelwright Auditorium</td>
<td>Dover</td>
<td>Hydraulic</td>
<td>2</td>
<td>Passenger</td>
<td>2600098</td>
<td>2100</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Williams Brice P.E. Center</td>
<td>SAVARIA</td>
<td>Electric</td>
<td>2</td>
<td>H.L.</td>
<td>756</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
ATTACHMENT H

BID COMPONENTS (For Informational Purposes only)

Ongoing construction of new facilities and modernization of existing equipment dictates that certain equipment will be added to this agreement in the future. Contractor shall set forth the itemized maintenance cost per unit per month to be added to this agreement for the following; to be utilized when current warranty expires:

<table>
<thead>
<tr>
<th>EQUIPMENT TYPE</th>
<th>NUMBER OF STOPS</th>
<th>MAINTENANCE PRICE PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>HYDRAULIC</td>
<td>2 TO 3</td>
<td>$</td>
</tr>
<tr>
<td>HYDRAULIC</td>
<td>4 TO 6</td>
<td>$</td>
</tr>
<tr>
<td>TRACTION</td>
<td>UP TO 10</td>
<td>$</td>
</tr>
<tr>
<td>TRACTION</td>
<td>OVER 10</td>
<td>$</td>
</tr>
<tr>
<td>DUMBWAITER</td>
<td>UP TO 6</td>
<td>$</td>
</tr>
<tr>
<td>STAGE LIFT</td>
<td>N/A</td>
<td>$</td>
</tr>
<tr>
<td>VERTICAL WHEEL CHAIR LIFT</td>
<td>UP TO 3</td>
<td>$</td>
</tr>
<tr>
<td>INCLINED WHEEL CHAIR LIFT</td>
<td>N/A</td>
<td>$</td>
</tr>
</tbody>
</table>

The amounts shown above constitute the total amount for each unit including the cost of bonds, permits, taxes and every other item of expense, direct or indirect, incidental to the contract. These amounts are based on the equipment of generic design that requires no special diagnostic tools or if such tools are required, the University shall supply them. The actual start dates will vary from unit to unit and the monthly billing of this Agreement will not be adjusted until the actual start date occurs. Any alteration/erasure/change must be clearly indicated and initialed by the contractor. The contractor agrees that if there are any discrepancies or questions in the figures, the University will use the lower figure irrespective of the contractor’s intent.

The following is a breakdown of current applicable billing rates for regular working hours of the trade for maintenance calls and for repairs. **All rates shall include travel time at no additional cost.**

### Regular Working Hours
Monday – Friday 8:00 am until 5:00 pm

#### Maintenance and Call-backs

<table>
<thead>
<tr>
<th></th>
<th>Monday-Friday</th>
<th>Saturday-Sunday</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Helper</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Repair Team</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Repairs

<table>
<thead>
<tr>
<th></th>
<th>Monday-Friday</th>
<th>Saturday-Sunday</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Helper</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Repair Team</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
ATTACHMENT H (CONTINUED)

BID COMPONENTS (For Informational Purposes only)

Occasionally, the University will require an elevator mechanic for stand-by service that is not considered a component of this contract. Please provide hourly charges for the following rate charts:

**Brooks Stadium Football Games**

Provide one (1) elevator mechanic for stand-by elevator service at Brooks Stadium for football games and events. Mechanic will be stationed on-site. Time on-site events will be a minimum of four (4) hours. There are approximately 7-10 games per year, subject to change annually. The actual charges for this request will be based on the actual site hours and actual events serviced each year based on the hourly charge quoted. Request of service shall be made by the University’s Contract Representative or a University staff member listed on University Contacts.

<table>
<thead>
<tr>
<th></th>
<th>Monday–Friday</th>
<th>Saturday–Sunday</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Resident Hall Move-Ins**

Provide one (1) elevator mechanic on-campus during Resident Hall move-ins. This will involve an estimated one (1) day in January and two (2) days in August for approximately eight (8) hours per day. The actual charge for this request will be based on actual hours on-campus on the selected days. A minimum of two (2) weeks’ notice will be given to the contractor as to whether or not an additional mechanic will be required on-campus during Residence Hall opening.

<table>
<thead>
<tr>
<th></th>
<th>Monday–Friday</th>
<th>Saturday–Sunday</th>
<th>Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>