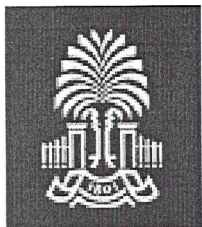


1 page

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**University of South Carolina**  
 Purchasing Department  
 1600 Hampton Street, 6th floor  
 Columbia, SC 29208  
 Telephone: (803) 777-4115

**Request for Quotation**  
**Page One**  
**THIS IS NOT AN ORDER**

Quotation must be received No Later Than: <b>9:00 AM</b> 5   18   2015	Send quotation to above address Attention of: Dennis Gallman	Quotation Number: USC-RFQ-2814-DG	Date 5   8   2015
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Print company name and address:

Please quote your lowest delivered price of the items(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by **NO QUOTE**.
2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. **FAXED QUOTES ACCEPTABLE. FAX # (803) 777-2032**

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

Submitted By (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
	See Bid Schedule	Provide all labor, equipment and materials to sod Strom Thurmond Wellness and Fitness Fields 1,2, & 3  Bid as Specified AWARD WILL BE MADE TO ONE VENDOR Point of Contact: Dennis Gallman/803-777-4115 E-MAIL: gallmand@mailbox.sc.edu  (SEE ATTACHED SCOPE OF WORK AND BID SCHEDULE)		

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SPECIAL CONDITIONS**

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

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

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



## STANDARD PROVISIONS

Award Criteria: The award shall be made to the lowest responsible and responsive bidder(s) whose RFQ meets the requirements and criteria set forth in the Request for Quotation.

Bidders Qualification: Bidders must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

Bidder's Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.

Rejection/Cancellation: The University of South Carolina reserves the right to reject any and all RFQs and to cancel the RFQ.

Purchasing Liability: The USC Purchasing Department is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the agency and the successful vendor and the Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

Rejection: The University reserves the right to reject any RFQ that contains prices for individual items or services that are unreasonable when compared to the same or other RFQ if such action is in the best interest of the University.

Risk of Loss: The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor’s Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor’s obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER’S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor’s general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

**Insurance Requirements: The successful bidder must provide a copy of its liability insurance certificate within two (2) days.**



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

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

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

## **Repair of Strom Thurmond Wellness and Fitness Center Fields**

Provide materials, equipment & labor to sod fields #1-3.

Fields 1 and 2 – 30,000 square feet

Field 3 – 13,500 square feet

### **SCOPE OF WORK**

1. Lay out problem areas of fields to be repaired with Campus Recreation representative before starting work on project
2. Areas to be prepared using Rotodairon reverse till implement. Spoils produced during process must be removed from campus by contractor prior to completion of project
3. Leveling with addition of 25 tons of 85/15 sand/peat mix soil per field
4. Fine grading for positive drainage using laser leveling equipment and rolling with dual smooth drum roller in preparation for installation of new bermudagrass
5. Pre-plant bio stimulant fertilization Milorganite at 750 lbs per acre rate
6. Installation of Certified Tifway 419 Bermudagrass sod in 42"x 100' "Big Rolls"
7. Post plant fertilization after installation with 16-25-12 30% slow release starter fertilizer and bi-weekly applications of bio-stimulants and/or nitrate based fertilizers at a rate of 1 lbN/1000 sq. ft. for the next 6 weeks during grow-in period to insure August 1st playability timeline
8. Post plant top dressing application with 20 tons of sand/ peat mix per field and rolling with 4 ton smooth dual drum roller for desired finished playing surface

It will be the contractor's responsibility to monitor all irrigation during entire repair project, and make any necessary adjustments for optimum rooting and growth of all turf areas.

Pricing must include all labor, equipment, and materials necessary to complete this project.

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. The University assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available at the site visit. 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 & Start Time:** May 13, 2015 @ 10:00 A.M.  
**Location:** University of South Carolina  
Strom Thurmond Wellness and Fitness Center  
1000 Blossom Street  
Columbia South Carolina 29208

**QUESTIONS MUST BE  
RECEIVED BY: 5/14/2015**

**SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS:** USC-IFB-2814-DG

**Title:** Provide all labor , equipment and materials to sod Strom Thurmond  
Wellness and Fitness Center Fields 1,2, & 3

**Attn:** Dennis Gallman

**QUESTIONS MAY BE E-MAILED TO:** [gallmand@mailbox.sc.edu](mailto:gallmand@mailbox.sc.edu)

**FAXED TO:** 803-777-2032



**SERVICES (LABOR)**

Item	Qty	Unit of Measure	Description	Extend Price
1	12	Month	Provide all labor, equipment and materials to sod Strom Thurmond Wellness and Fitness Field# 1,2& 3	\$ _____

Resident Contractor Preference \_\_\_\_\_  
 Resident Sub-Contractor Preference (2%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_  
 Resident Sub-Contractor Preference (4%) \_\_\_\_\_ Number of Sub-Contractors \_\_\_\_\_

**NOTE: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]**

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences. Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.