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University of South Carolina

Purchasing Department 1600 Hampton Street Columbia, SC 29208 Telephone: (803) 777-4115



Request for QuotationPage One

THIS IS NOT AN ORDER

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-	tion must be received ter Than:	d Send quotation to above Attention of:	address	Quotation Number:	Date					
	product preferenc	ame and address: e is applicable follow the	Department reserve technicalities. 1. If an item of the control o	owest delivered price of the items(s) is the right to reject any or all quote cannot be furnished, indicate by Normust be signed by the vendor's rejomply with this instruction may re	O QUOTE. presentative sult in disqu	and termialification	s noted, n of the			
Check (X) on the appropriate line: SC End Product and indicate by asterick (*) next to the item number on the bid schedule which preference applies.										
NON-RESIDENT VENDORS ONLY : Yes No We have read and applied for (or already have) a non-resident taxpayer affidavit (I-312).										
	DENT VENDOR Insolidated Procure		No SC	Resident Ve ndor Preference as de	fined in Sec	tion 11-3	5-1524 of th			
Federal	I.D. or Social Sec	eurity No	SC Minority Certification Number (If Applicable)							
Submitte	d By (Print Name)		Signature	Telepl	ione					
Item No.	Quantity and Unit	Description of Commodity	or Services		Unit Price	То	otal Price			

Furnish and install a band director's tower per the following specifications on a band field located at 324 Sumter Street, Columbia, SC 29208. Because of the special nature of the soil, the University's Engineering Consultant will design the foundation. The University under separate contract will install foundation.

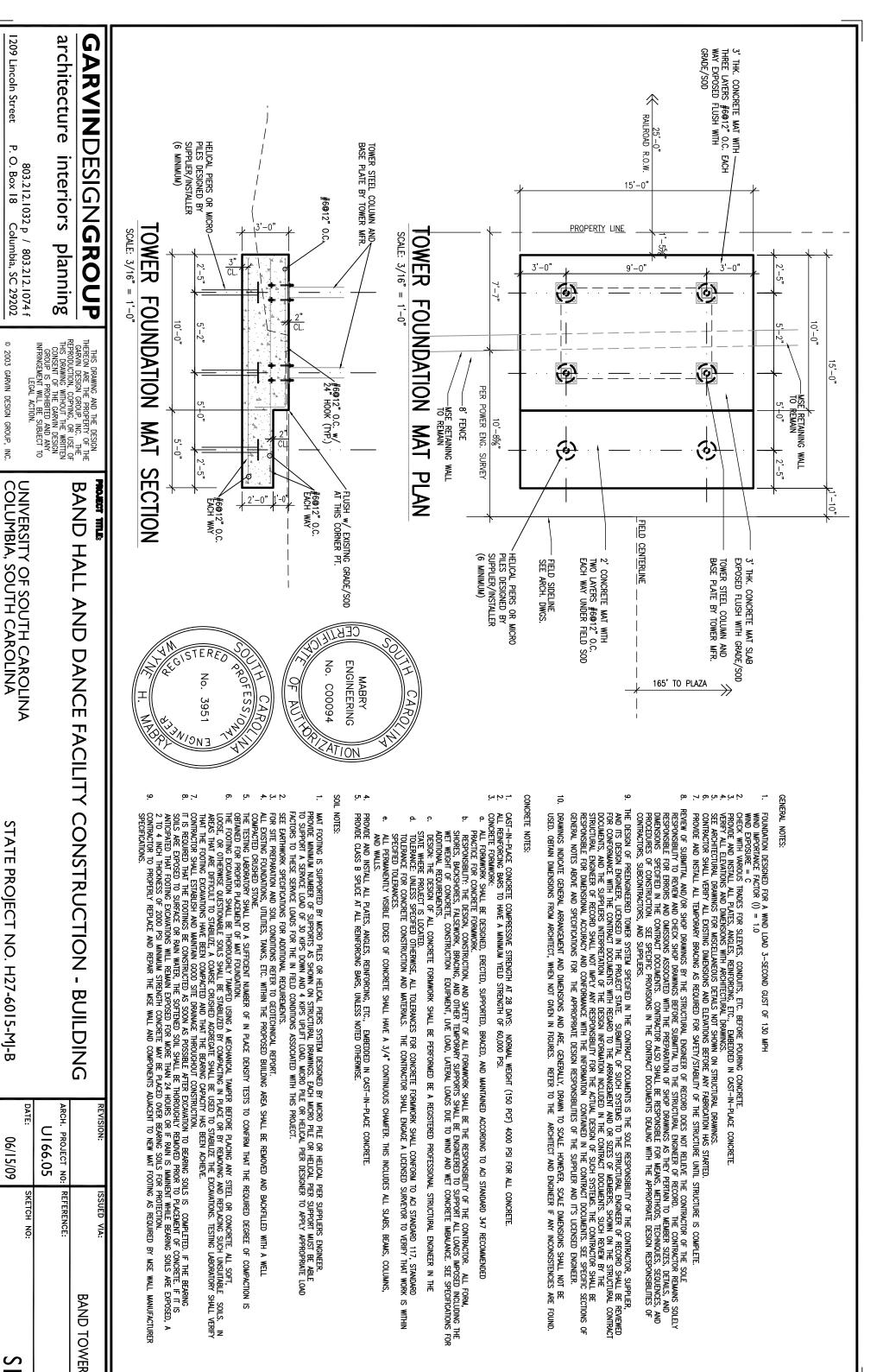
Foundation Requirements:

- 1. The attached foundation plan is provide for <u>information only</u>. This vendor shall have no responsibility for the design and installation of the foundation.
- 2. Vendor's engineer will provide the necessary load and connection values to the University's engineer to allow the validation of the foundation design.
- 3. University will adjust the foundation design to fit the needs of the successful vendor. Site constraints limit the foundation to a maximum size of 17 feet by 17 feet
- 4. Vendor shall supply to the University the following items delivered FOB the jobsite.
 - a. Required anchor bolts and washers
 - b. An installation jig for aligning the anchor bolts for placement on the foundation form to insure the accurate placement of the anchor bolts.

Tower Requirements:

- 1. Overall footprint dimensions of support columns shall not exceed 6' 0" X 10' 0" with long dimension placed parallel to field.
- 2. There shall be two viewing levels cantilevered from the above support structure facing the practice field.
- 3. Capacity per cantilevered balcony shall be a minimum of four people each.
- 4. Balconies shall extend the full width of the tower and shall not exceed a maximum overhang of 4 feet.
- 5. The first balcony shall be located at 8 feet above the concrete base and the second balcony shall be located at 24 feet above the concrete base.
- 6. Tower and upper balcony shall be covered by a metal hip roof.
- 7. Balconies shall be accessed by built in stairs. Ladder access is not acceptable.
- 8. Steps and platforms shall be galvanized diamond grip-strut tread design.
- 9. Side panels shall be of galvanized metal safety grid that compiles with OSHA maximum openings size. Side panels shall be used wherever there is a stair landing that abuts the exterior face of tower. Interior rails may be painted pipe rails that comply with OSHA requirements for stair rails.
- 10. The metal safety grid material shall be used to form a complete security enclosure on all sides to a height of 12 feet above concrete base.
- 11. Access door shall be galvanized expanded metal designed to compliment the side panels. Door shall be design to accept a standard institutional grade padlock. The University will furnish padlock.

- 12. Vendor shall certify that tower meets OSHA standards 1910.23 and 1910.24
- 13. Provide a one-year warranty for defects in materials or workmanship. <u>Warranty shall be submitted with quotation</u>.
- 14. Frame and roof to be coated with DTM urethane in **Garnet**. University will supply the exact Pantone # to successful vendor.
- 15. All stairs and grates are to be galvanized (silver mill finish).
- 16. Provide two clear polycarbonate chart racks, both on top balcony.
- 17. Tower is to be shipped FOB, Columbia, SC
- 18. Vendor will be responsible for the erection of the tower (including crane and experienced operator), hanging the balconies and installing the roof.
- 19. University will be responsible for grading & seeding.
- 20. Tower shall be designed with a wind rating of up to 130 mph.
- 21. University will provide adequate ingress and egress for delivery and installation, as well as repair any incidental damage that may occur because of these activities.
- 22. Successful vendor will be required to provide five sets of professionally sealed drawings.



2003 GARVIN DESIGN GROUP, INC.

06/15/09

BID SCHEDULE

USC-RFQ-1520-DH Furnish and Install New Band Tower Located at 324 Sumter St

Materials	=	\$						
Labor	=	\$						
GRAND TOTAL	=	\$						
Sales tax will be adjusted accordingly do not add sales tax.								
Company Name:		s	Signature:					

- It shall be the successful vendor's responsibility to 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. (SCM025)
- The Contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act

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.

SC/US PREFERENCE: In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriate space (s) provided on the face of the quotation form. This preference does not apply to services.

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 of 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 tine 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 successful 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 successful 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 singed 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.

<u>Termination</u>: 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.

<u>Termination for Convenience</u>: 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.

<u>Termination for Cause</u>: 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.