Follow the yellow keys to help you navigate through this document. Double click for entry. Click left corner box to close.

(k≣ , 111.	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		
-	ntion must be receiv		e address Quotat	ion Number:	Date	
	product preferei	name and address: nce is applicable follow the properties of the p	failure to comply v quote. 3. FAXED QUOTES	with to reject any of the furnished, indice signed by the ve with this instruction S ACCEPTABLI	r all quotes and to waive cate by NO QUOTE . endor's representative an on may result in disquali E. FAX # (803) 777-203	any or all d terms noted, fication of the
numbe NON-J affidav RESII	r on the bid scheo RESIDENT VEI it (I-312).	dule which preference app NDORS ONLY: Yes_ PREFERENCE: Yes_		d and applied for	(or already have) a non-	resident taxpayer
Federa	l I.D. or Social S	ecurity No	SC Minority			
Item No.	Quantity and Unit	Description of Commodi	ty or Services		Unit Price	Total Price

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.

<u>HIPAA Law:</u> 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: <u>http://www.sc.edu/hipaa/</u>

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.

Special Provisions:

- A. All correspondence regarding this Request for Quotation must be directed to Dennis Gallman at 803-777-4115.
- B. 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)
- C. Insurance Requirements: The successful vendor must provide a copy of his liability insurance certificate. (SPM066)

SPECIFICATIONS/BIDDERS SCHEDULE

INITIAL HVAC SERVICES REQUIRED

Service calls (per Hr.) (The initial HVAC service will include but not be limited to finding and repairing leak in refrigeration lines, air handler and outdoor units. Also evaluating and or fixing any other HVAC problem.) Taking out old units. Installing 13 Seer 1.5 ton outdoor Goodman (GsZ13181)-(R410A) Heat Pumps, Air Handler units (ARUF1824) with 5 KW heat strips.

USC Upstate will provide parts.

PRCING INFORMATION:

SERVICE CALLS_____(Per Hour)

INSTALLING HEAT PUMP, AIR-HANDLER with 5 KW heat strip

_____(price per unit)