



**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 <b>No Later Than:</b>	Send quotation to above address Attention of:	Quotation Number:	Date
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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

The intent of this solicitation is for the University of South Carolina to solicit a bid to furnish and install a FM Alerting System for WUSC-FM Emergency Communications System in accordance with all the requirements stated within this solicitation.

At a minimum, the University is seeking a vendor to provide the following:

**Required Product Features:**

1. Messages using FM notification infrastructure are received in no longer than 60 seconds no matter how large or small the number of intended recipients.
2. Messages groups may be created using any type of geographic (zip code, county/municipality, state) or organizational (school, hospital, business) definition. Each system license comes with up to 100 different groups developed by each customer, and more may be purchased by the customer.
3. FM receivers may be programmed for up to 30 different message groups and can be expanded using imbedded functionality.
4. FM network designed with overlapping signals for redundancy and building penetration.
5. FM notification system contractor handles all interaction with the local FM radio stations including initial contracting, equipment installation, and support/maintenance.
6. Messages are delivered from servers to FM stations using a secure satellite connection to ensure data distribution during power outages which could adversely affect Internet traffic.
7. Message delivery using satellite to FM stations adds a layer of security and cost reduction by not requiring Internet connection to station.
8. System architecture allows all FM receivers to be functional on any of the contractor's FM station network stations using "auto scan" feature. This will allow users to roam within this FM station network, and the receivers will not lose FM signal or addressing. As the FM network expands, the receivers will automatically be able to receive messages from these new stations.
9. System configuration allows a particular end user to leverage the FM stations outside his/her home geography for applications like evacuation communications or other roaming applications.
10. System allows both "user generated" content from local sources and "automated" content from sources like FEMA or the National Weather Service.

11. System is CAP compliant and will allow integration with other emergency notification systems like outdoor warning sirens or “Reverse 911” systems using a published software API.
  12. System features mobile and fixed receiving devices beginning at \$39.99/unit with new functionality being developed based on customer feedback.
  13. Both fixed and mobile receiver units must be capable of being powered with both A/C and battery power.
  14. Initial fees to the contractor include administrative portal design and activation, initial group development and addition into portal, training on system usage, and ongoing support.
  15. The user friendly, web-based administrative portal features message history, group and message creation, multiple administrative rights.
  16. The web-based administrative portal is capable of being accessed using any computer or laptop with a browser or with a Blackberry device. Additional user access methods may be developed based on customer request.
- Bidder should restate each of the items listed in the Required Product Features subsection of the bid, tell if its proposed solution meets or exceeds the required product feature, and explain how the required product feature is met or exceeded by its proposed solution.

### **Bidder’s Experience and Qualifications**

The Bidder must provide the following information in its bid:

1. Include a brief history of the bidder’s qualifications and experience in providing solutions of similar scope to institutions of comparable size to USC.
2. Submit a list of all installed operating systems utilizing the FM RBDS transmitting system.
3. Have at least one system operating in the state of South Carolina and provide reference(s) from the user(s) of that system.
4. Have a qualified certified broadcast engineer capable of installation and implementation of the required equipment at the WUSC transmitter sites on staff. Bidder must submit qualifications of the broadcast engineer.
5. Bidder is to submit at least three (3) references demonstrating same or similar solutions as proposed in its response. At a minimum, include the following for each reference:
  - a. Client name
  - b. Client address

- c. Contact name
  - d. Telephone number
  - e. Email address
  - f. Brief summary of the services provided
    - i. Note - The University reserves the right to contact references provided
6. Customer Lists – Include a list of representative customers.

### **Contractor Requirements**

1. The contractor is responsible for passing final inspection by the designated University representative before payment is authorized.
2. The contractor must provide two business references with phone numbers in which a similar type of work has been successfully performed.
3. At the completion of all work, areas must be left clean. All debris shall be removed from the site by the Contractor.
4. Extreme care shall be exercised by contractor to avoid damaging USC's Property. If any of USC's property is damaged or destroyed due to negligence of the Contractor, they shall be repaired or replaced at no cost to the University.
5. 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 of 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 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 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 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 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.

## **Additional Special Conditions**

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 - 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.

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 YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, 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 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).

**SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009):** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

**SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (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 State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

**Certificates of Insurance (IF APPLICABLE)**

Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC.

Minimum requirements are as follows:

Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.

Commercial General Liability Insurance: \$1,000,000 per occurrence. Naming USC as an additional insured.

Comprehensive Automobile Liability/Bodily Injury/Property Damage Insurance: \$1,000,000 combined single limit per accident.

**Insurance Requirements: The successful bidder must provide a copy of its liability insurance certificate within ten (10) days from request by the University.**



**BID SCHEDULE**

**COMMODITY**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	EA	Furnish and Install an FM Alerting System for WUSC-FM Emergency Communications System	\$	\$

Resident Vendor Preference \_\_\_\_\_

SC End Product Preference \_\_\_\_\_

US End Product Preference \_\_\_\_\_

**SERVICE**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
2	1	Job	Labor for installing Item 1	\$	\$

Resident Contractor Preference \_\_\_\_\_

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

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

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
3	1		Delivery of Item 1	\$	\$

Total for Items 1-3: \_\_\_\_\_

**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 terms and 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.

**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?  Yes  NO**

**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?  Yes  NO**

**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.)**