

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 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.

Scope of Work:

It is the intent of the University of South Carolina to solicit bids to furnish and deliver two level bicycle storage racks for USC Patterson Hall in accordance with all the requirements stated herein. Quantities are outlined in the Bid Schedule.

Bid/quote only as Specified. (SPM210)

Deliveries shall be FOB Destination, freight prepaid (SPM055)

Award will be made to one vendor for the entire quantity. (SPM034)

SPECIFICATIONS FOR EXTERIOR AND INTERIOR TWO LEVEL BIKE RACKS

(Revised: 8/23/2011)

EXTERIOR RACKS:

DIMENSIONS

- Height of racks shall not be greater than 7'-6" from floor.
- Depth of racks shall not be greater than 5'-0".
- Required distance (standoff) from rear of rack to a wall shall not be more than 12".
- Required footprint for depth of racks shall not be greater than 6'-0".
- Height of top deck wheel channel (second deck loading height) shall not be greater than 4'-4" from floor.
- Required ceiling height (distance from bottom of rack to ceiling or other structure above rack) shall not be more than 8'-6".

MATERIALS AND CONSTRUCTION:

- Frame and crossbar members and wheel channels shall be stainless steel or carbon steel.
- Finish shall be hot dipped galvanized or powder coated (black).
- Frame and crossbar members shall be square tubing, "U-channel" or angle iron.
- Walls of frame and crossbar members shall be minimum 11 gauge (0.120 inches).
- Wheel channels shall be minimum 18 gauge (0.049 inches).
- Front and rear frame panels of racks 78" or less in width shall be one unit (i.e., all parts welded to form single piece.)
- Side (end) panels connecting front and rear frame panels shall be one unit (i.e., all parts welded to form single piece.)
- Any welding shall be MIG.

DESIGN:

- Design of rack shall allow bikes to be parked perpendicular (at 90 degrees) front to back.
- Design of rack shall allow bikes to be parked not more than 16" apart.
- Locking arm or locking loop shall be available as an option to allow individual bicycles to be secured to rack with "U-Type" bicycle lock on both lower and upper decks.
- Rack shall provide lateral support for each bicycle by supporting front wheel vertically and/or providing lateral support by other means.
- Rack shall be freestanding.
- Rack shall be able to be affixed securely to concrete floor.

WARRANTY

- Racks shall be warranted from defects in material or manufacture for minimum period of one year.

INTERIOR RACKS:

DIMENSIONS

- Height of racks shall not be greater than 7'-6" from floor.
- Depth of racks shall not be greater than 5'-0".
- Required distance (standoff) from rear of rack to a wall shall not be more than 12".

- Required footprint for depth of racks shall not be greater than 5'-6".
- Height of top deck wheel channel (second deck loading height) shall not be greater than 4'-4" from floor.
- Required ceiling height (distance from bottom of rack to ceiling or other structure above rack) shall not be more than 8'-6".

MATERIALS AND CONSTRUCTION:

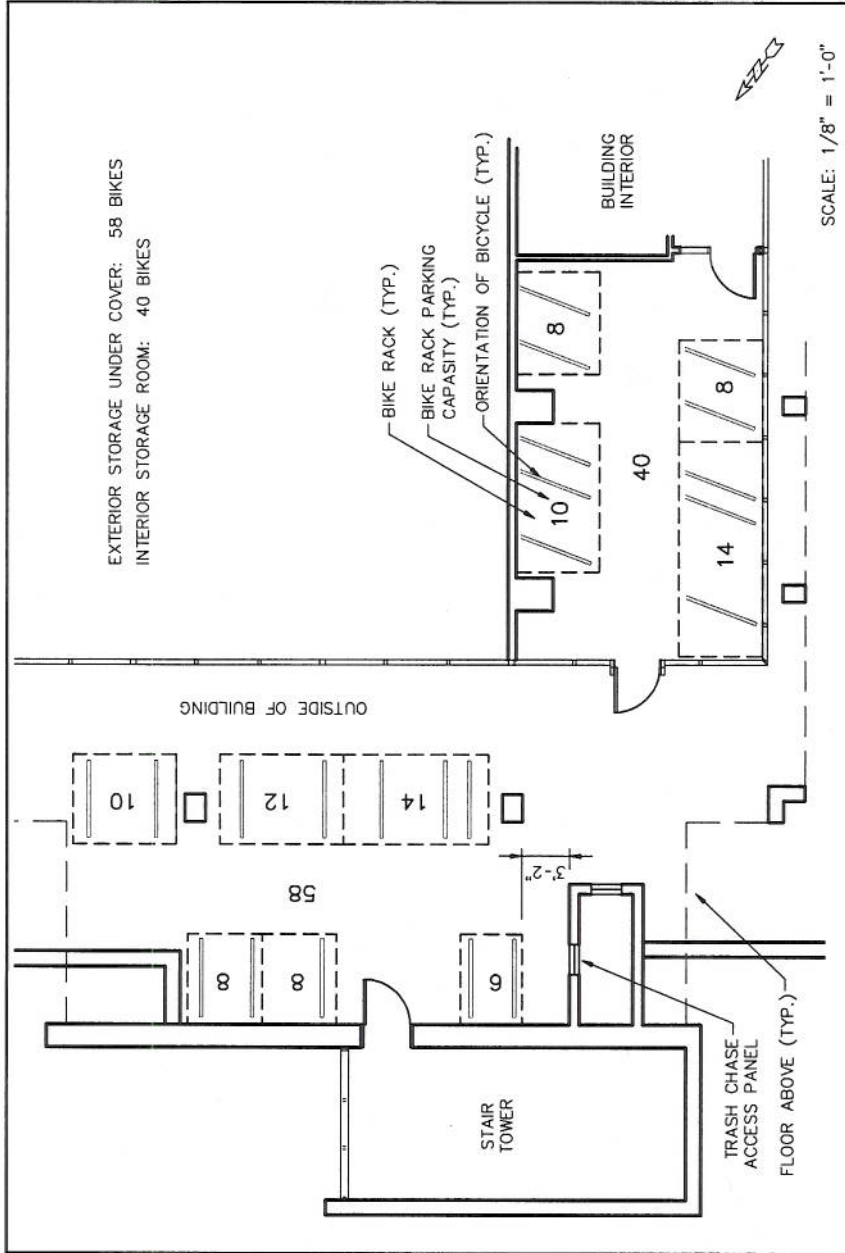
- Frame and crossbar members and wheel channels shall be stainless steel or carbon steel.
- Finish shall be hot dipped galvanized or powder coated (black).
- Frame and crossbar members shall be square tubing, "U-channel" or angle iron.
- Walls of frame and crossbar members shall be minimum 11 gauge (0.120 inches).
- Wheel channels shall be minimum 18 gauge (0.049 inches).
- Front and rear frame panels of racks 78" or less in width shall be one unit (i.e., all parts welded to form single piece.)
- Side (end) panels connecting front and rear frame panels shall be one unit (i.e., all parts welded to form single piece.)
- Any welding shall be MIG.

DESIGN:

- Design of rack shall allow bikes to be parked diagonally 20 to 30 degrees front to back.
- Design of rack shall allow bikes to be parked not more than 16" apart.
- Locking arm or locking loop shall be available as an option to allow individual bicycles to be secured to rack with "U-Type" bicycle lock on both lower and upper decks.
- Rack shall provide lateral support for each bicycle by supporting front wheel vertically and/or providing lateral support by other means.
- Rack shall be freestanding.
- Rack shall be able to be affixed securely to concrete floor.

WARRANTY

- Racks shall be warranted from defects in material or manufacture for minimum period of one year.



BUILDING: 121		DATE: 23AUG11	SCALE: 1/8" = 1'-0"
CP NUMBER: CP00172045	DESCRIPTION:	DATE:	DATE:
DESIGNED BY:	DRAWN BY:	CHECKED BY:	SEAL:
DATE:	DATE:	DATE:	DATE:
PROJECT TITLE: BIKE STORAGE ROOMS	PATTERSON HALL		
 University of South Carolina			
SHEET NO. 1		SHEET TOTAL 1 OF 1	
CAMPUS PLANNING AND CONSTRUCTION COLUMBIA, SC 29208			

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. **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 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)]

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.)

BID SCHEDULE
For
USC-RFQ-1976-LW-Rebid

COMMODITY (MATERIALS)

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	Each	Two level bicycle storage rack, 90 degree orientation, capacity 6 bicycles as described in the specifications.	\$ _____	\$ _____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
2	2	Each	Two level bicycle storage rack, 90 degree orientation, capacity 8 bicycles as described in the specifications.	\$ _____	\$ _____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
3	1	Each	Two level bicycle storage rack, 90 degree orientation, capacity 10 bicycles as described in the specifications.	\$ _____	\$ _____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
4	1	Each	Two level bicycle storage rack, 90 degree orientation, capacity 12 bicycles as described in the specifications.	\$_____	\$_____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
5	1	Each	Two level bicycle storage rack, 90 degree orientation, capacity 14 bicycles as described in the specifications.	\$_____	\$_____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
6	2	Each	Two level bicycle storage rack, diagonal orientation, capacity 8 bicycles as described in the specifications.	\$_____	\$_____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
7	1	Each	Two level bicycle storage rack, diagonal orientation, capacity 10 bicycles as described in the specifications.	\$_____	\$_____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
8	2	Each	Two level bicycle storage rack, diagonal orientation, capacity 14 bicycles as described in the specifications.	\$_____	\$_____

Resident Vendor Preference _____
 SC End Product Preference _____
 US End Product Preference _____

NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)
 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.

Item	Qty	Unit of Measure	Description	Extended Price
9	1	Job	Freight	\$_____

Grand Total for Items 1-9 \$_____

(Do not include sales tax; this will be calculated accordingly.)

Delivery Date: _____