

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:	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



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Page Two
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ADA Lift Specifications: ALL LIFTS MUST BE COMPLIANT WITH 2010 ADA STANDARDS ON ACCESSIBLE DESIGN.

BLATT P.E. Center

1. Contractor will furnish, deliver, & set in place 2 Aqua Creek Patriot Portable Pro lifts at the Blatt PE Center Competition Pools.
2. Substitute lift may be offered if it meets or exceeds the 450 lb capacity of bather using the lift.
3. Contractor will verify & demonstrate that the lifts are working according to manufacturer specifications when installed.
4. Provide a minimum 1 year complete warranty, 5 year prorated electronic warranty, limited lifetime structural warranty.
5. Contractor will make arrangement with Director of Aquatics to install lifts at Blatt PE Center during off peak hours. Contractor will be responsible for removing & disposal of all packing material from job site.

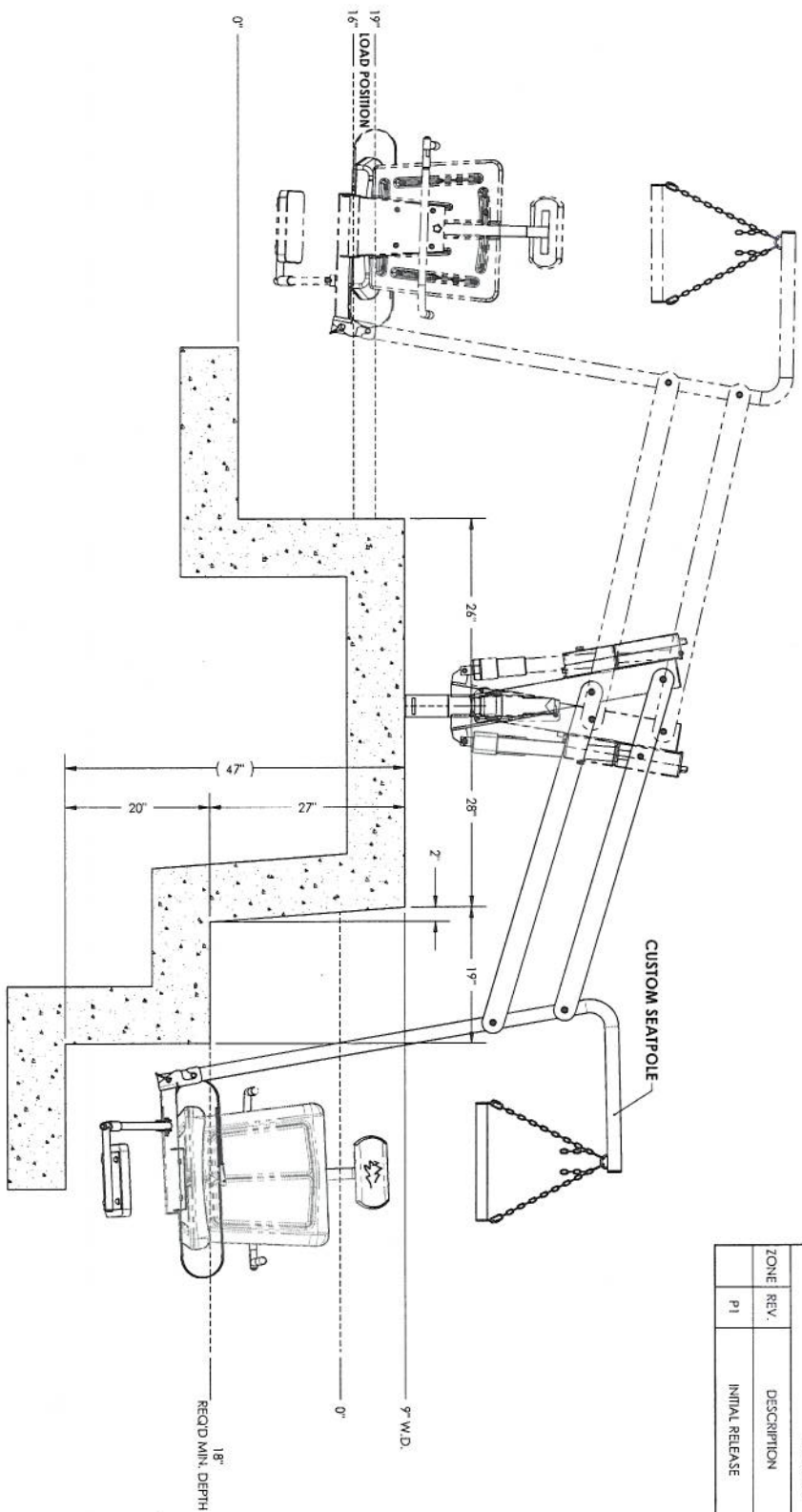
STROM THURMOND WELLNESS AND FITNESS CENTER (STWFC)

1. Contractor will furnish, deliver, & install 2 Spectrum Lolo Pool Handicap lifts with a customized base existing base (per attached drawing). One for indoor pool at Strom Thurmond Wellness Center, the second on the outdoor pool at the Strom Thurmond Wellness Center.
2. Contractor will verify & demonstrate that the lifts are working according to manufacturer specifications when installed.
3. Provide a minimum 2 year limited warranty.
4. Contractor will install outdoor lift before 11:00 A.M. Contractor will be responsible for removing & disposal of all packing material from job site.
5. Contractor will make arrangements with Director of Aquatics on when indoor lift can be installed. Contractor will be responsible for removing & disposal of all packing material from job site.

STROM THURMOND WELLNESS AND FITNESS CENTER (STWFC) SPA

1. Contractor will furnish, deliver, & install 1 Spectrum Traveler II XRC500 handicap Lift with customized arm (per attached drawing).
2. Contractor may be required to set new anchor into raised deck (at contractors cost) and cover with new tile (contractors cost, university will provide tile).
3. Install new anchor in raised spa in order for the Traveler II XRC500 lift to pick up a patron on the pool deck, lift them above the raised spa and lower them into the spa & reverse.
4. Contractor must follow all manufacturers' guidelines on installation.
5. Contractor will verify & demonstrate that the lifts are working according to manufacturer specifications when installed.
6. Provide a minimum 2 year warranty.
7. Contractor will be responsible for removing & disposal of all packing material from job site.
8. Contractor will make arrangements with Director of Aquatics to install lift.

75615		REVISIONS		
ZONE	REV.	DESCRIPTION	DATE	APPROVED
P1		INITIAL RELEASE	3/19/2012	ENG. DEPT.

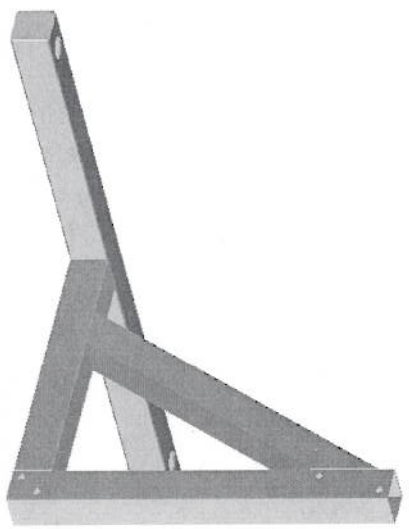
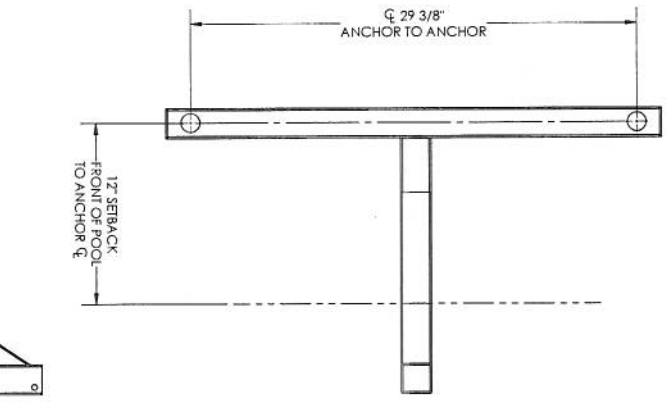


PRELIMINARY DO NOT FABRICATE

CUSTOMER Univ SC	MATERIAL 300 SERIES STAINLESS STEEL	DATE	NOTICE UNLESS OTHER PROVISIONS ARE MADE, REVISIONS TO ALL APPROVED DRAWINGS MUST BE MADE WITHIN 24 HOURS OF RECEIPT TO AVOID CHARGES FROM WORK IN PROGRESS.
STATE CODE 133426	FINISH PASSIVATE LAW ASTM A967	APPROVED AS IS: <input type="checkbox"/>	TOLERANCES ARE IN INCHES DIMENSIONS ± 1/16 HOLE ± .01 X.XXX ± .01 X.XXX ± .005
QTY 1	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPECTRUM PRODUCTS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPECTRUM PRODUCTS LLC IS PROHIBITED.	RESUBMIT: <input type="checkbox"/>	DO NOT SCALE DRAWING
U/M EQ	TRADE NAME 300 SERIES STAINLESS STEEL	BY:	THIRD ANGLE PROJECTION
REV 04	PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPECTRUM PRODUCTS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPECTRUM PRODUCTS LLC IS PROHIBITED.	DATE:	SCALE: 1:16
REV 04	TRADE NAME 300 SERIES STAINLESS STEEL	DATE:	SCALE: 1:16
REV 04	TRADE NAME 300 SERIES STAINLESS STEEL	DATE:	SCALE: 1:16

THIS IS YOUR SUBMITTAL. SPECTRUM PRODUCTS HAS MADE EVERY EFFORT TO DESIGN TO YOUR SPECIFICATIONS. PLEASE REVIEW THIS SUBMITTAL THOROUGHLY. SPECTRUM PRODUCTS CANNOT BE RESPONSIBLE FOR ERRORS AFTER THE SUBMITTAL(S) HAS BEEN SIGNED AND APPROVED BY YOU AND/OR YOUR CUSTOMER. PLEASE INSURE ALL DIMENSIONS ARE ACCURATE AND CORRECT. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THE PRODUCT MEETS ALL APPLICABLE CODES.

REVISIONS				
ZONE	REV.	DESCRIPTION	DATE	APPROVED
	P1	INITIAL RELEASE	3/23/2012	ENG. DEPT.



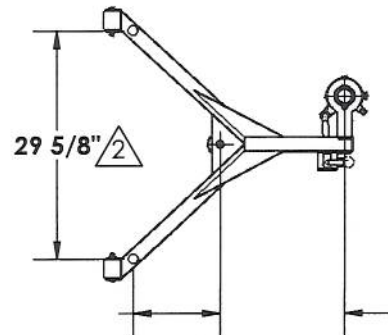
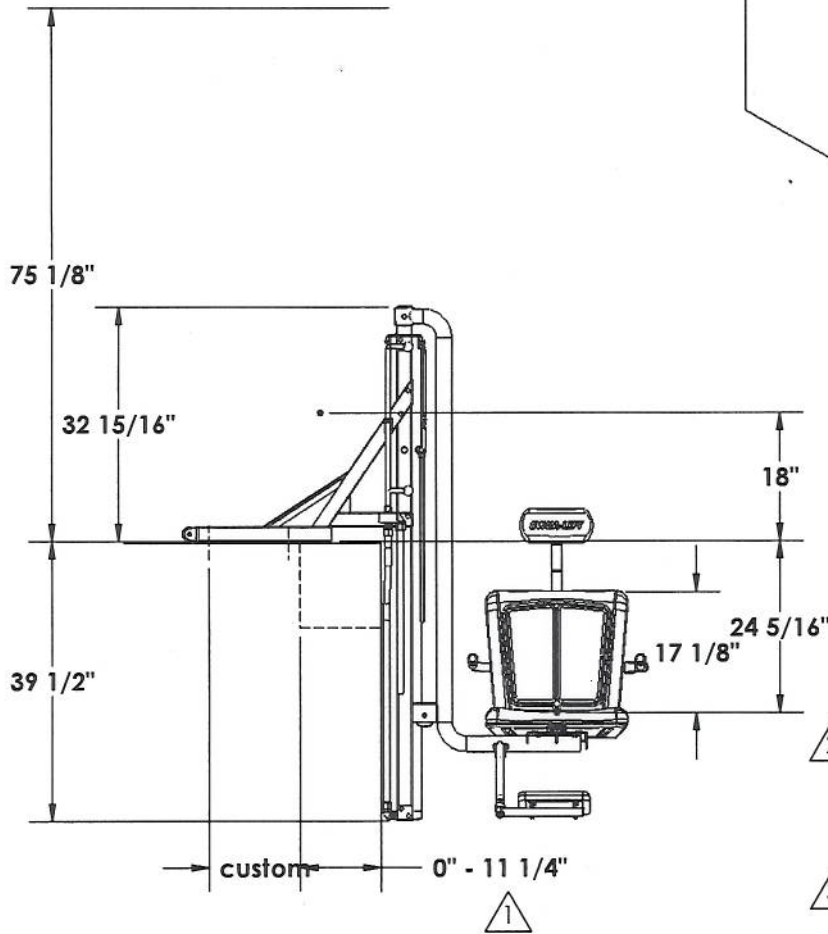
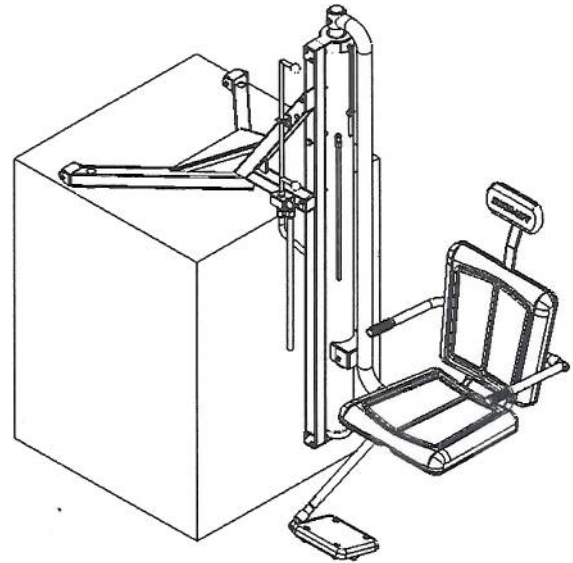
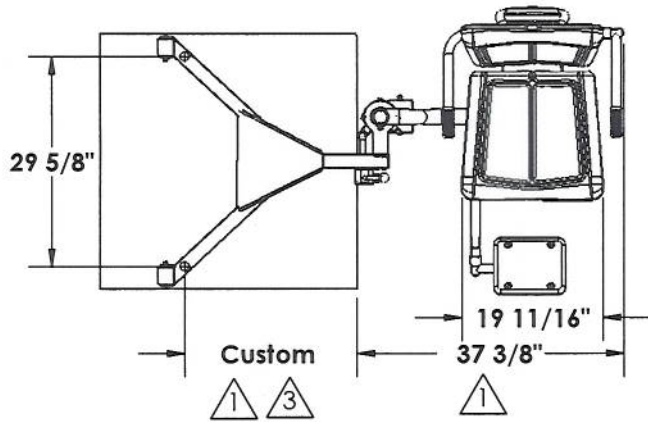
THIS IS YOUR SUBMITTAL. SPECTRUM PRODUCTS HAS MADE EVERY EFFORT TO DESIGN TO YOUR SPECIFICATIONS. PLEASE REVIEW THIS SUBMITTAL THROUGHOUT THE ENTIRE PROCESS AND BE RESPONSIBLE FOR ANY CHANGES. SPECTRUM PRODUCTS CANNOT BE HELD RESPONSIBLE FOR ANY CHANGES OR DIMENSIONS THAT ARE NOT ACCURATE AND CORRECT. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT THE PRODUCT MEETS ALL APPLICABLE CODES.

PRELIMINARY DO NOT FABRICATE

CUSTOMER: Univ SC		MATERIAL: 304 SERIES STAINLESS STEEL		TITLE: CUSTOM BASE STAND	
PROJECT NO: 133426	DATE: 4/30/07	REV: 2	BY: ed	 7107 SPECTRUM LAKE AUSTIN, TEXAS 78748 414-842-9788 FAX: 469-262-1188 414-842-9788	
APPROVED AS IS: <input type="checkbox"/> RESUBMIT: <input type="checkbox"/>		PROPRIETARY AND CONFIDENTIAL THE DRAWING IS THE SOLE PROPERTY OF SPECTRUM PRODUCTS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPECTRUM PRODUCTS LLC IS PROHIBITED.		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: 1/16 DECIMAL: .01 HOLE: .005 BREAK: SHARP	
NOTICE: UNLESS OTHER PROVISIONS ARE MADE AT THE TIME OF SUBMISSION, REVISIONS TO ALL APPROVED DRAWINGS WILL BE MADE WITHIN 24 HOURS OF RECEIPT TO AVOID CHARGES FROM WORK IN PROGRESS.		DO NOT SCALE DRAWING		SIZE: DWG. NO. 60640 SCALE: 1:8 MASS: 26.29 REV: P1	

LIFT ROTATION
OUT
IN

**SWIM LIFT SERIES
MODEL -
LOLO WP400 CUSTOM BASESTAND**



2 Note: Clear deck space shall be provided parallel to the water 36" wide x 48" minimum from a line located 2" behind the rear edge of the seat. (15.8.5.3 ADA Guidelines)

3 Note: Custom Base Stand Drawing # 76124

1 Dimensions vary with specific applications.
*Note: Specifications are nominal and are subject to change.
Please contact Spectrum Products for custom applications.

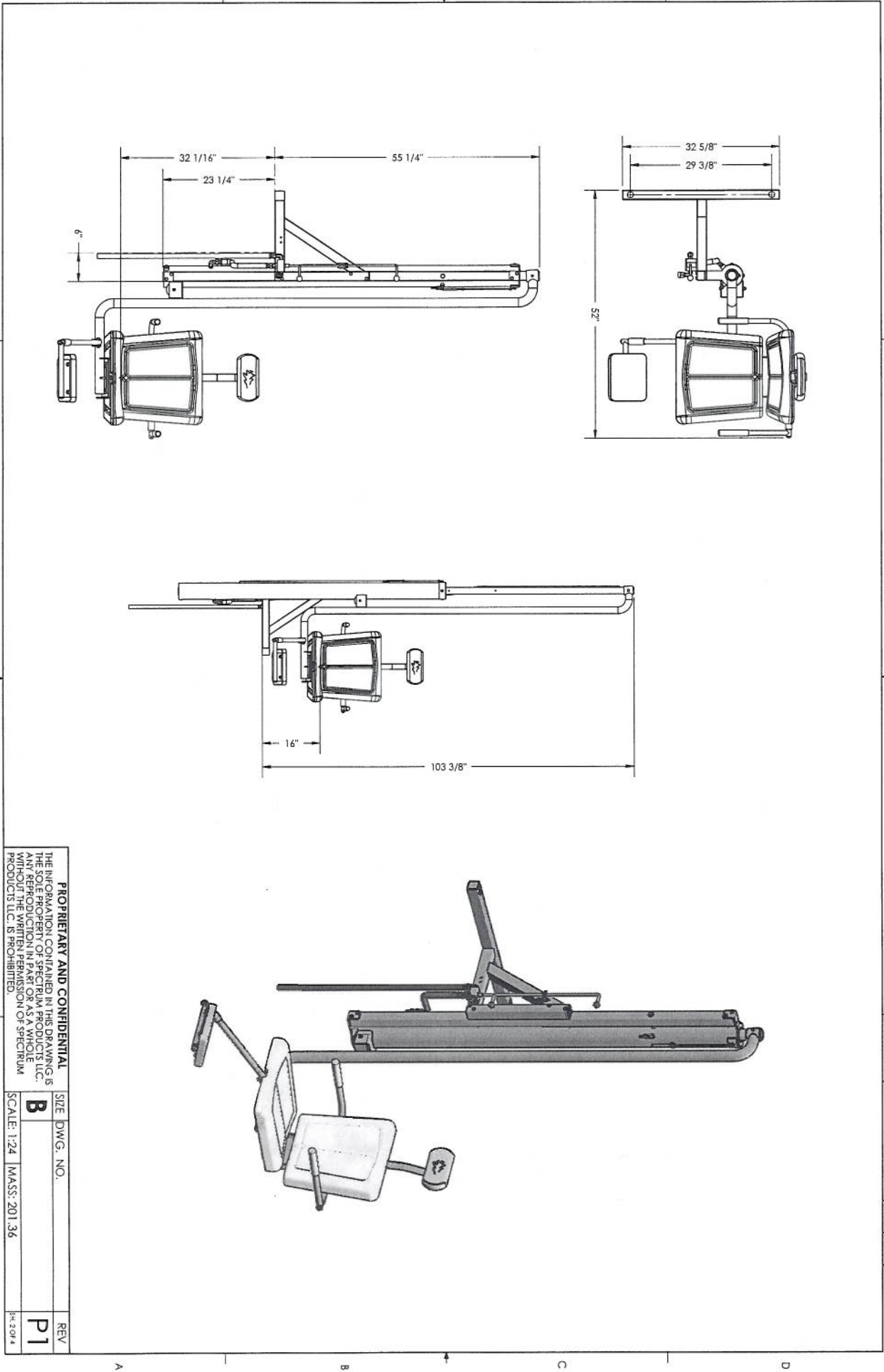
Not recommended for retro-fit anchor applications



7100 Spectrum Lane
Missoula, Montana 59808
406.542.9781 * 800.791.8056
Fax: 406.542.1158
www.spectrumproducts.com

ENGINEERING DATA

PRODUCT:	LOLO WP400 CUSTOM BASESTAND
PRODUCT #:	27552-00
REVISION:	A
MATERIAL:	300 SERIES STAINLESS STEEL



PROPRIETARY AND CONFIDENTIAL		SIZE	DWG. NO.	REV
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPECTRUM DENTISTRY, LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPECTRUM PRODUCTS LLC, IS PROHIBITED.		B		P1
SCALE: 1:24	MASS: 201_36			SH.201.4

BID SCHEDULE

COMMODITY CONTRACTS

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	2	Each	Aquacreek Patriot Portable Pro Lift Handicap lifts for the Blatt P.E. Center as per the attached specifications, F.O.B. destination, freight included with all fuel surcharges/hazardous fees to Columbia, SC 29208	\$	\$

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

Make: _____ Model: _____

State Warranty: _____

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)]

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
2	2	Each	Spectrum Lolo Handicap ADA Pool Lift Handicap lifts <u>with customized base</u> for the STWFC as per the attached specifications, F.O.B. destination, freight included with all fuel surcharges/hazardous fees to Columbia, SC 29208	\$	\$

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

Make: _____ Model: _____

State Warranty: _____

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)]

SERVICE

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
3	1	ea	Installation of item #2 as per the attached specifications for the <u>indoor pool</u> at the STWFC	\$	\$
Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
4	1	ea	Installation of item #2 as per the attached specifications for the <u>outside pool</u> at the STWFC	\$	\$

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.

COMMODITY CONTRACTS

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
5	1	Each	Spectrum Traveler II XRC500 ADA Handicap Pool Lift <u>with customized arm</u> as per the attached specifications, <u>for the SPA</u> at the STWFC F.O.B. destination, freight included with all fuel surcharges/hazardous fees to Columbia, SC 29208	\$	\$

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

Make: _____ Model: _____

State Warranty: _____

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)]

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
6	1	Each	Installation of item #5 as per the attached specifications <u>for the SPA</u> at the STWFC	\$	\$

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.

TOTAL PRICE LINE ITEMS #1 THRU #6 \$ _____

ADDITIONAL 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 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.

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)]

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.)



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 7/28/06)
 3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
 Name: _____
 Address: _____
- _____ Receiving Rentals or Royalties From:
 Name: _____
 Address: _____
- _____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
 The South Carolina Secretary of State or
 The South Carolina Department of Revenue
 Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

 (Name - Please Print)

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

The form I-312 should be submitted to the company or individual you are contracting with.

This form is not submitted to South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **www.sctax.org**

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 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.