



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

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 services 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.

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: June 8th, 2012 10:00am

Location: Salkehatchie Gym at 807 Hampton Street, Walterboro 29488.

PREFERENCES

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 - 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.

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)]

ADDITIONAL CONDITIONS

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SCOPE OF WORK / SPECIFICATIONS

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University of South Carolina in its purchase order.

General Description: The University of South Carolina (USC) Salkehatchie Campus is accepting bids to paint the interior of its Walterboro Gymnasium. This scope of work only pertains to the main gym area and the two entrances. The dimensions of the gym are roughly 99 ft. by 83 ft., and the two entrances are roughly 21 ft. by 12 ft. and 21 ft. by 14 ft. respectively. The

requirements and supporting photographs are provided below, and the floor plan is attached. Only the rooms highlighted in yellow are to be painted.

Requirements:

1. Remove all hanging cushions, banners, signs, and flags. These items can be stored in other areas of the gym out of the way of the painting.
2. Remove and discard the existing curtain rods at the gym windows.
3. Tape-off, cover, and protect the floor during painting along with any other items that are not to receive paint.
4. Patch/fill all holes in the block walls.
5. Scrape and remove any loose paint. Sand as needed.
6. Clean and prepare all surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
7. Prime all unfinished items to be painted. Provide barrier coats over incompatible primers or remove and reprime. Contractor is responsible for verifying existing oil based and latex based paint on previously painted items. These items must be primed and painted accordingly to prevent future flaking and peeling.
8. All areas to be painted are to receive two finish coats.
9. Latex paint to equal or exceed Sherwin Williams Promar 200.
10. Paint walls, ceiling joists, windows, doors, and glazed brick per the color chart below. The ceiling is not to be painted.
11. The USC Salkehatchie logo on west wall is to be covered with wall paint.
12. All exposed wall HVAC grilles and conduit are to be primed and painted to match the wall.
13. All exposed conduit and miscellaneous framing between trusses and adjacent to the ceiling are to be painted to match the ceiling. The truss cross bracing is to be painted to match the trusses as well as the truss framing for the prior scoreboard.
14. The garnet semigloss and eggshell specified are to match the garnet on the gym floor. Prior to painting, a painted sample of both the semigloss and eggshell are to be provided for approval by USC Salkehatchie.
15. The basketball goal metal frames are to be painted semigloss to match the trusses.
16. In areas along the wall where the bottom block is painted as a baseboard, those blocks are to be painted in a garnet eggshell to match the floor.
17. The concession stand access doors are to be painted garnet—semigloss. Accordingly, the trophy case is to be painted a semigloss garnet. The back of the trophy case is to match the “Chestertown Buff” walls.
18. The site is to be cleaned up and materials to be stacked neatly at the end of each day. All construction trash and debris to be hauled off site by the contractor.

19. The contractor is responsible for providing all labor and materials for completing the work described herein.
20. Once the painting is complete, rehang all cushions, banners, flags, and signs.
21. Work must be complete by August 16.
22. The contractor is responsible for passing final inspection by the designated University representative before payment is authorized.
23. The contractor must provide three business references with phone numbers and email addresses in which a similar type of work has been successfully performed

Lead Based Paint:

A lead survey was performed by USC, and only the metal door jambs tested positive for lead paint. The lead results are attached, and there will be a level 1 cleanup for the jambs. **The successful contractor must be lead certified to sand the metal door jambs.** USC Salkehatchie will be responsible for the hazardous waste pick up. **A meeting with the a USC Environmental Health & Safety representative is required before painting commences.** **Lead Paint documentation provided below.**

Color Chart:

1. Walls:	Match Benjamin Moore Chestertown Buff HC-9	Eggshell
2. Existing Garnet Walls Around Bleachers:	Garnet to match floor	Eggshell
3. Glazed Brick Walls	Black	Semigloss
4. Honeycomb Vents Above Glazed Brick	Black	Semigloss
5. Ceiling Trusses	Garnet to match floor	Semigloss
6. Doors	Garnet to match floor	Semigloss
7. Metal Window Frames	White to match ceiling	Semigloss



South Wall of Gym



North Wall of Gym



West Wall of Gym



East Wall of Gym



View of glazed brick and honeycomb vent



View of roof joists



View curtain rods



View of trophy case



View of concession stand



View of Entry 2



View of Entry 1



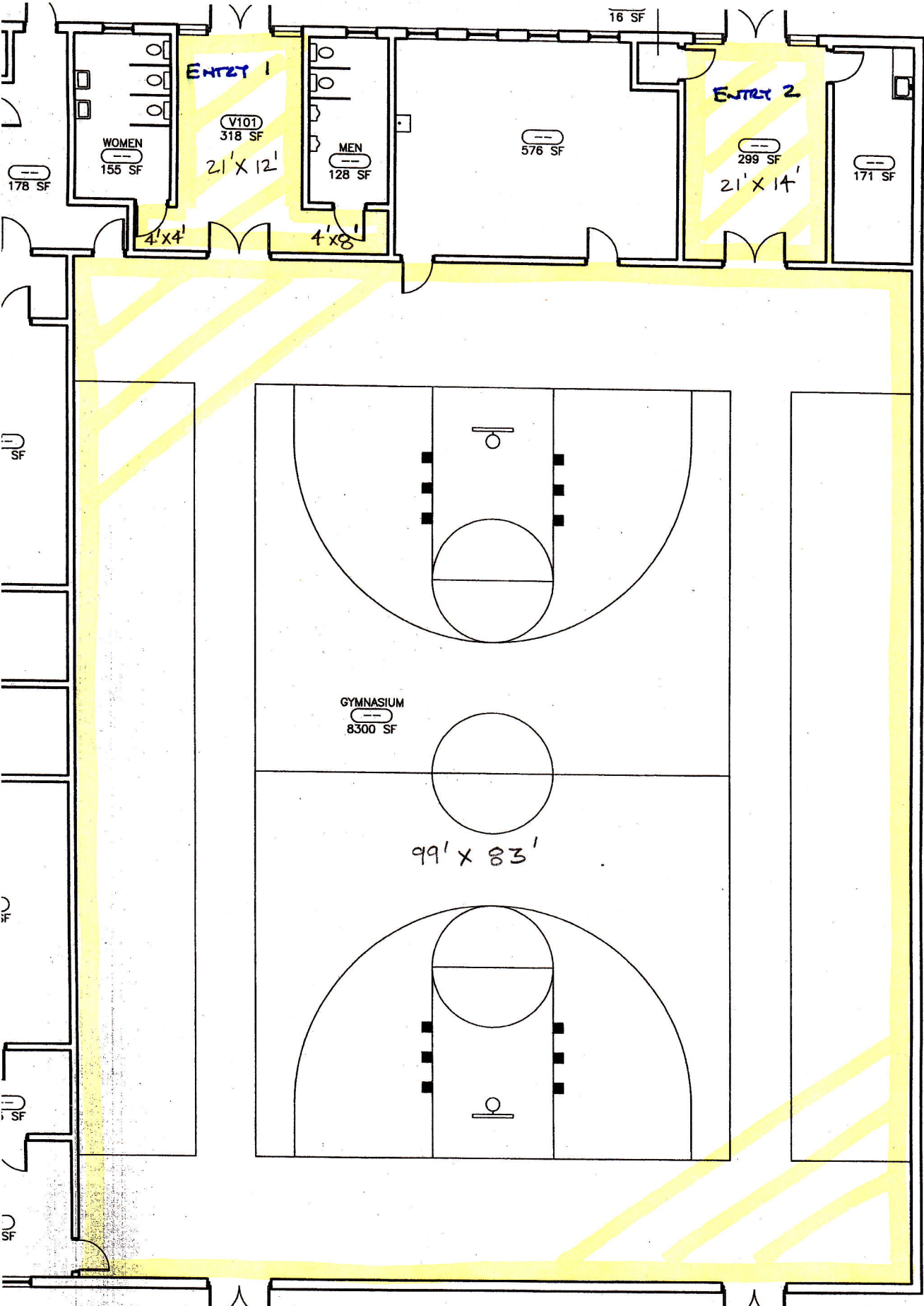
View from Entry 1 looking into gym



Interior View into Women's Restroom Entrance



View into Men's Restroom Entrance



• DIMENSIONS ARE APPROXIMATE

BID SCHEDULE

Item	Quantity	Unit of Measure	Description		Extended Price
1	1	JOB	Provide all materials, Supplies, and Labor to paint Gymnasium interior as specified in section III above.		

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.

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.)