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University of South Carolina

Purchasing Department 1600 Hampton Street, 6th floor Columbia, SC 29208 Telephone: (803) 777-4115



Request for QuotationPage One

THIS IS NOT AN ORDER

	tion must be received	Send quotation to above a Attention of:	address	Quotation Number:	Date		
	Print company na	ame and address:	Department reserve technicalities. 1. If an item of the control o	owest delivered price of the items(s the right to reject any or all quote cannot be furnished, indicate by Normust be signed by the vendor's reomply with this instruction may result to the vendor's result. FAX #	O QUOTE. presentative esult in disqu	and term	r all
Federa	l I.D. or Social Sec	urity No	SC M	Iinority Certification Number (If A	applicable)_		
Submitted By (Print Name)							
Item No.	Quantity and Unit	Description of Commodity	or Services		Unit Price	Тс	otal Price

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, the University of South Carolina reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

SC/US PREFERENCE: In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriate space (s) provided on the face of the quotation form. This preference does not apply to services.

Any contract entered into by the University of South Carolina or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery tine indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this singed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

<u>Termination:</u> Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

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.

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 - 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)]

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

SHIPPING / RISK OF LOSS (JAN 2006): F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

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.

Provide all materials, labor and supplies to install plant material in Greek Village as specified

University of South Carolina-Columbia Greek Village

Columbia, SC 29208
Landscaping Specification

Minimum 10 years of professional landscaping and grounds maintenance experience References must be submitted.

Scope of the work

The University of South Carolina-Columbia campus is issuing a solicitation for selecting a vendor to furnish all labor, equipment, and materials for additional trees, shrubs, and flowerbeds and associated irrigation as outlined in the document below.

Areas of Landscaping and Grounds Maintenance
Landscaping Maintenance contract is responsible for any
deterioration of plants or lawn areas resulting from negligence
or improper maintenance. Any plant material killed as a result
of the work performed will be replaced with a plant of the same
type in an available size.

Contractor Responsibilities

Site Visits- Walk through will be required with a member of University of South Carolina Campus staff prior to work starting to answer questions and after work has been completed. Any deficiencies noted will be corrected by the Contractor at no additional cost to the University of South Carolina. These will occur with a staff member from the Office of Fraternity and Sorority Life and from University Landscaping Services. The meeting occurring prior to work starting will also establish the timeline for installation to coordinate with other construction occurring and to ensure that irrigation is done in conjunction with the planting.

Plant Material Installation – Plant material should be installed based on the attached design plans for species and location. Summary of plant types is listed below.

Planting Summary
Ornamental Trees (25 gal) - 5 ea.
Small Evergreen Trees (25 gal.) - 14 ea.
Shrubs (3 gallon)(includes removal) - 420 ea.
Groundcover - 2,393 ea.

University Responsibilities

The University provides the following services in the Greek Village in conjunction with the contract. Any needs in the following areas should be reported to the Office of Fraternity and Sorority Life and University Landscaping Services so that it can be immediately addressed.

Tree Pruning- Trees will be pruned as needed to maintain a neat, natural shape and structure. Pruning will be done as described by the University Arborist. Note: Crape Myrtles will be pruned only as directed by University personnel.

Litter Control- Litter and other debris will be picked up in all landscaped areas and removed from the site each site visit.

Mulch- Hardwood mulch will be installed in all existing mulched areas once annually (Normal application time will be in the summer prior to students returning in the fall semester). Mulch shall be double hammered shredded hardwood mulch and shall be spread to a uniform depth of 2". Depending on old mulch build-up, old mulch beddings may be removed prior to applying new mulch. A sample of new mulch will be submitted to University personnel for approval.

Irrigation- Existing irrigation zones will be monitored monthly to ensure proper performance and check for damages. Repairs will be made in a timely manner.

Insect/Disease Control- All shrubbery, ornamental trees, and turf will be monitored on a regular basis for disease problems and appropriate insecticides and fungicides will be applied according to manufacturer's specifications. Ant control will be applied and controlled on an as needed basis.

Top Dressing - Top dressing will be provided by as needed

General Information

Working Hours- Worked Performed at hours not to interfere with normal routine of use or endanger personnel or property. Specifically, there cannot be any work done between 11:30am and 1:30pm Monday through Friday while classes are in session

Equipment- Contractor will bring equipment to site each visit. There is no on site storage for equipment or materials. The University is not responsible for equipment or materials left unattended.

Safety Precautions- The Contractor will be responsible for the safety of all workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act (OSHA).

Codes- All work under this division shall be in strict compliance with local area Codes and Regulations.

Licenses, Permits, Insurance- Vendor shall absorb costs for all required licenses, permits, and insurance.

Damage to State Property- The vendor shall use extreme care to avoid damage to containers, buildings, and other structures. Any damages due to the negligence of the Contractor shall be repaired or replaced at no cost to the University.

Summary of Expectations-

The awarded vendor will be expected to provide quality and timely landscaping services according to the schedules or special requests; notify the University if there are any problems with performing the services of this contract; take actions to correct any problems and work with the University to ensure smooth operations. Periodic walkthrough with University of South Carolina Campus staff will be required. Any deficiencies noted will be corrected by the Contractor at no cost to the University of South Carolina.

BID SCHEDULE

Item	Quantity	Unit of	Description	Unit Price	Extended Price
		Measure			
1	1	Lot	Trees, plants and ground cover as specified in plant list on attachment L1.3		

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

<u>Note</u>: The commodity 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)]

BID SCHEDULE

Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price
2	1	Job	Labor to install/plant trees, plants and ground cover as specified in attachments L1.1, L1.2, L1.3		

Resident Contractor Preference		
Resident Sub-Contractor Preference (2%)	 Number of Sub-Contractors	
Resident Sub-Contractor Preference (4%)	 Number of Sub-Contractors	

<u>Note</u>: 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:

□ SBA 8 (a) certification referral

- 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? \Box Yes \Box NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \square Yes \square NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \square Yes \square 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? \Box Yes \Box 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

□ 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.)





