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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) is the right to reject any or all quote cannot be furnished, indicate by N must be signed by the vendor's re omply 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	Inority Certification Number (If A	.pplicable)_		
Submitted	d By (Print Name)		Signature	Telephone	e		
Item No.	Quantity and Unit	Description of Commodity	or Services		Unit Price	To	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.

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 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.

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.

<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 - 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.

Description: Moving Math Library Collection from Le Conte to the Thomas Cooper Library

Scope of Work/Specifications

The University of South Carolina Libraries will be moving its Math Library collection, approximately 23,000 volumes, from its current home in LeConte, to the main Library, Thomas Cooper Library. Shelving has been cleared for the majority of the collection; however, **some interfiling will be required**.

The move <u>shall</u> be completed in <u>one week or less</u>. The move data is tentatively scheduled <u>for mid</u> October 2012. Alternative dates will be considered as long as the move can proceed as soon as possible and work well with the academic calendar. The move must be completed during the hours of 8am and 5pm, Monday – Friday.

The Math Library is located on the second floor of the LeConte building. There is nearby construction, but the Library will take care of securing the parking lot during the move. The elevator in LeConte is 5' x 4' 5" with a doorway 32" wide.

The Thomas Cooper Library is three to four city blocks away from LeConte. The Cooper Library has a loading dock that can handle up to an eighteen-wheeler truck. The elevators are 6' 9" x 4' 4" with a 42" opening. The books will be taken one flight down and shelved on level 4 of the Thomas Cooper Library.

Number of books/volumes approx. 23,500

Approximatly 2,900 linear feet of books/volumes to be moved

Contractual Responsibilities

Contractor will be responsible for furnishing all supervision, labor, materials, supplies, and equipment, including any tagging and labeling, packing, padding and crating of materials necessary to preform the move of the Math Library collection. Such equipment will include, but is not limited to dollies, carriers, trucks, book movers, cartons, padding, motorized pallet jack, etc.

Contractor will be responsible for ensuring that the movement of library materials will be carried out in the order and sequence as determined by the Library. Books and other library materials are to be maintained in designated order during the move. Contractor will be completely liable to the Library for the cost of re-sorting and shifting of any books and other library materials that are out of order.

Contractor will be responsible, at the time of re-shelving of library materials for making any adjustments to shelving to include adding, removal, or relocation of shelving <u>as needed</u> to fit materials.

Contractor will be responsible for appropriate physical protection and security of library materials and furnishing during the transport from one building to the other. Contractor will provide adequate

protection to floors, walls and elevators of all buildings during the move. The Library reserves the right to determine the adequacy of the protection being proposed or provided by Contractor and to require such additional protection as may be necessary.

The library materials themselves will not be marked in any way. In the event of accidental marking, Contractor will be responsible to the Library for the cost of conserving the item with an appropriate conservator selected by the Library, and also for the loss of value to the item.

There will be no food, tobacco products, or smoking around library materials or in any library facility. Contractor will, at all times, keep the premises clean from the accumulation of waste material caused by its work or its employees. Contractor will be responsible for cleaning up all job sites and transporting accumulated debris to designated collection sites in the building in which work is taking place at least daily. Contractor will be responsible for the proper disposal of this waste.

Contractor will make every effort to keep noise to a minimum when transporting materials through occupied library public spaces.

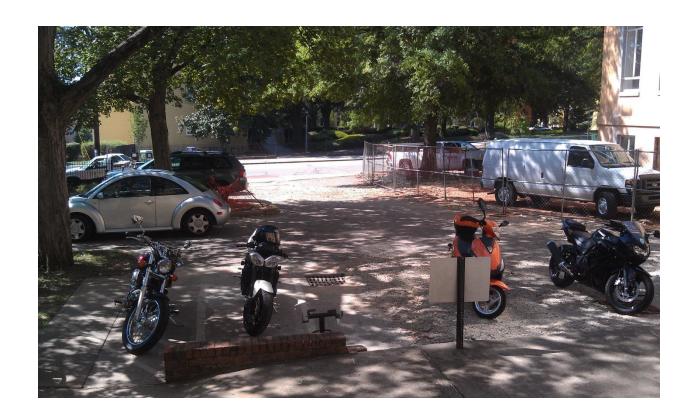
Contractor will ensure that its same subcontractor(s), workmen and supervisors are maintained throughout the project from start to completion unless otherwise approved in writing by the Library. Contractor's work shall be subject to the supervision and inspection of the Library at all times. The Library will provide staff thoroughly familiar with the plans, layouts, etc., to work closely with Contractor and its subcontractor(s) as needed.

Contractor will ensure that, if at any time during the performance of work to the contract, the conduct of any employee of the contractor or subcontractor(s) is adjudged a nuisance to the University or the Library, including but not limited to, mishandling of library materials, or if any employee of the contractor or subcontractor(s) is considered detrimental to the work being performed, Contractor will immediately and permanently remove the employee from the premises.

The University Library reserves the right to halt Contractor's performance of work to contract if the Library's contract administrator or other library staff becomes aware of circumstances that are damaging to the University's Library's materials or premises until the situation is rectified and the level of performance by Contractor is satisfactory to the Library. Failure of the Contractor to rectify the situation and make the level of performance to contract satisfactorily to the library may result in termination of the contract.

Contractor will ensure that upon completion of performance to contract, and before final acceptance and payment by the Library, Contractor will remove all of its equipment, property, and rubbish, and that of its employees and subcontractor(s), from and about the buildings and/or work sites. Restoration and replacement of all Library property, both public and private, which has been removed or damaged in performance to contract, shall be made by Contractor. Work sites shall include any and all buildings or structures, adjacent portions of any streets, alleys, lawns, sidewalks, driveways or other property used in performance to contract. Final inspection will occur within forty eight (48) hours after Contractor has notified the Library's contract administrator that the above has been completed, including cleanup.

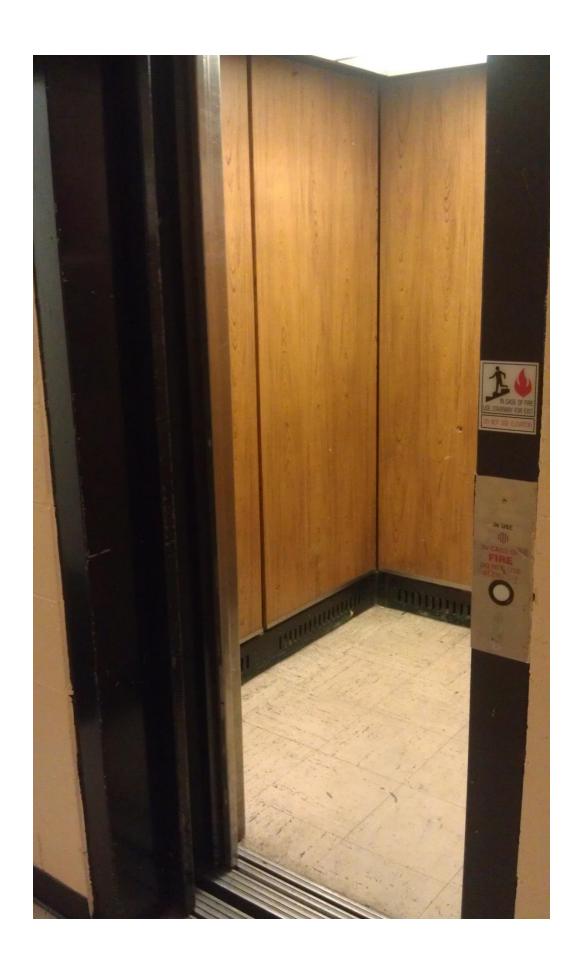
Contractor will be responsible for measuring all distances, door widths, elevator sizes, and other specifications necessary for the success of this move.



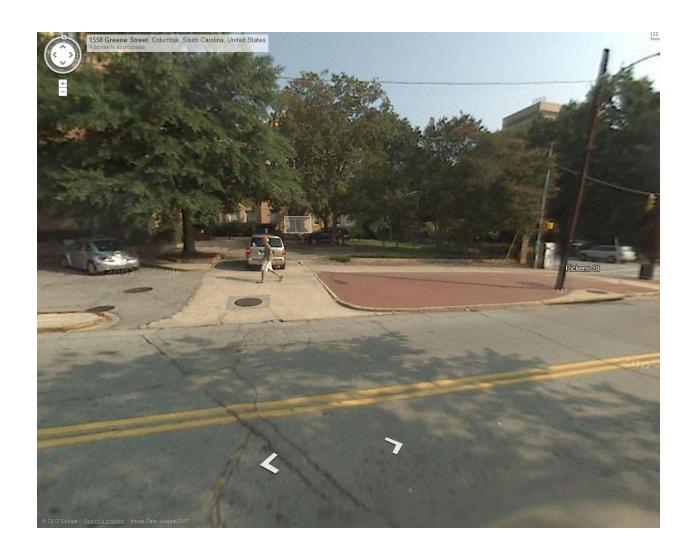












BID SCHEDULE

Item	Quantity	Unit of	Description	Unit Price	Extended Price
		Measure			
1	1	job	Move books from Math library to Thomas Cooper Library		

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:
- 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.
- 1. Offeror will describe its plan for the moving of library books and materials, including:
 - a. Planning and scheduling methods
 - b. Methods for marking and tagging
- 2. Offeror will provide a list of libraries (minimum of three) it has moved within the last eighteen (18) months, noting the full name and address of library, the name of responsible representative at the library, the current phone number and e-mail address of the responsible representatives at the library, the size of collection, date moved, and type of collection. However, if Offeror has not completed any moves of comparable size or complexity with the last eighteen (18) months, Offeror should provide references going back no further than three (3) years.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? \square Yes \square NO
Is the bidder a Minority Business certified by another governmental entity? \square Yes \square 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? \Box Yes \Box NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \Box Yes \Box 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
□ 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.)

