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	University of Purchasing Dep 1600 Hampton S Columbia, SC Telephone: (803	Street, 6th floor 29208	a ≄⊅	Request for Quotation Page One THIS IS NOT AN ORDER				
Quotation must be reco No Later Than:	eived Send quotation to abov Attention of:	e address	Quotation	1 Number:	D	Date		
Print compar	ny name and address:	Department reserve technicalities. 1. If an item 2. All quotes failure to o quote.	es the right cannot be must be si comply wit	vered price of the ite to reject any or all c furnished, indicate t igned by the vendor th this instruction ma	uotes an by <b>NO Q</b> 's repres ay result	nd to wai DUOTE. Sentative	ve any or and terms alification	all

3. **FAXED QUOTES ACCEPTABLE.** FAX # (803) 777-2032

Federal I.D. or Social Security No. \_\_\_\_\_ SC Minority Certification Number (If Applicable)\_\_\_\_\_

Г

 Submitted By (Print Name)
 Signature
 Telephonee

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total 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 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, its members, directors, officers, employees and agents under the university of South Carolina, its members, directors, officers, employees and agents under 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.

<u>HIPAA Law:</u> 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: <u>http://www.sc.edu/hipaa/</u>

# SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include, but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

# **IMPORTANT** – Please Note

Vendors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

#### SCOPE OF WORK

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

It is the intent of the University of South Carolina to solicit bids from qualified vendors to remove existing flooring and reinstall new moisture, chemical, impact resistant flooring system at the School of Medicine Building #4 in accordance with all requirements stated herein.

**SITE VISIT:** A site visit will be held at the following date, time and location. The University assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available at the site visit. Nor does the University 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:** August 20, 2012

**Time:** 10:00 AM

Location: USC School of Medicine (Enter front of building and meet at elevator) 6311 Garners Ferry Road, Building #4 Columbia, SC 29209

Deadline for Questions: Tuesday, August 21, 10:00 AM

### **SPECIFICATIONS**

#### **School of Medicine**

Estimated Area of Repair:

Room A-10:	98 sf of floor and 36 lf of cove
Room A-23:	154 sf of floor and 50 lf of cove
Room A-24:	136 sf of floor and 45 lf of cove
Room A-25:	196 sf of floor and 60 lf of cove
Room A-26:	196 sf of floor and 60 lf of cove
Room A-28:	54 sf of floor and 26 lf of cove
Room A-29:	174 sf of floor and 39 lf of cove
Room A-30:	159 sf of floor and 37 lf of cove
Room A-32:	98 sf of floor and 36 lf of cove
Room A-34:	216 sf of floor and 36 lf of cove
Clean Cage:	464 sf of floor and 80 lf of cove
Dirty Cage:	410 sf of floor and 74 lf of cove
Euth:	319 sf of floor and 70 lf of cove
Large Storage:	310 sf of floor and 60 lf of cove

WORK HOURS: Will be flexible to meet the needs of the work required. The USC Representative will work with the Contractor for a firm schedule.

- A. Preparation of surfaces must include complete removal of existing flooring systems down to concrete foundation.
- B. The new flooring system must be moisture resistant, nonabsorbent, impact resistant and relatively smooth.
- C. New floors should be lightly textured to increase the slip resistance of high-moisture areas.
- D. New Flooring should be high-chemical resistant, capable of handling heavy foot equipment traffic without cracking, pitting or gouging.
- F. Resistant to chemicals used/encountered:

Urid – citric acid

Clout – sodium metasillicate

Clidox – chlorine dioxide

Bleach - sodium hypochlorite

Alka-det 3 – potassium hydroxide

Rat/mouse urine

- G. Each room should be monolithic unless specific expansion joints are agreed upon by USC Representative and Contractor prior to installation.
- H. Must have 10 years experience in this type work. Provide written confirmation that your company has a minimum of years experience in this type work.

- I. Each new flooring will be at least a 3 coat decorative flake, epoxy/urethane system with a minimum coating thickness of 21 mils.
- J. New flooring should be constructed using General Polymers coating process unless equivalency is agreed to prior to installation.
- K. Contractor shall be a GP certified contractor or able to demonstrate workmanship and work guarantee equivalent to this level of certified contractor. Provide written confirmation that you a certified GP contractor.

### L. CLEAN UP

At the completion of all work, areas must be left clean. All debris shall be removed from the site by the Contractor.

#### M. DAMAGE TO STATE PROPERTY

Extreme care shall be exercised to avoid damaging trees, shrubs, plants, containers, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the Contractor, they shall be repaired or replaced at no cost to the University.

#### N. SAFETY PRECAUTIONS

The contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act.

- O. Upon completion of the work, all areas shall be left clean. All trash and debris shall be removed from the site at the contractor's expense.
- P. Upon completion of this project member(s) of the University of South Carolina will conduct a walkthrough with the contractor. Any deficiencies noted will be correct at no additional cost to the University of South Carolina.
- Q. Insurance Requirements: The successful vendor must provide a copy of his liability insurance certificate prior to starting any work on the project. (SPM066)
- R. It shall be the successful vendor's responsibility to dispose of all wrappings, crating and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. (SCM025)
- S. All costs for required licenses, permits & insurance shall be borne by the contractor.

## **Information For Offerors To Submit**

- Submit with bid a minimum of 3 prior projects performed over the past 5 years similar in size with scope and location of project with the submittal of bid.
- Provide written confirmation that your company has a minimum of 10 years' experience in this type work.

#### **MINORITY PARTICIPATION (JAN 2006)**

Is the bidder a South Carolina Certified Minority Business? 

Ves 
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?  $\square$  Yes  $\square$  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?  $\Box$  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.)

### ADDITIONAL SPECIAL CONDITIONS

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <u>www.procurement.sc.gov/preferences</u>. *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, and documentation of the your 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)]

# **BID SCHEDULE**

Item	Qty	Unit of Measure	Description	Extended Price
1	1	Job	Removal of Existing Flooring and Reinstallation of New Moisture, Chemical, Impact Flooring System as specified; includes material and labor.	\$

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.