



**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: <b>9:00 AM</b> 10   25   2012	Send quotation to above address Attention of: <b>Dennis Gallman</b>	Quotation Number: <b>USC-RFQ-2331-DG</b>	Date 10   18   2012
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Print company name and address:

Please quote your lowest delivered price of the item(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
	See Bid Schedule	Provide Secondary Athletic Insurance Policy for USC Lancaster'  Bid as Specified AWARD WILL BE MADE TO ONE VENDOR Point of Contact: Dennis Gallman/803-777-4115 E-MAIL: gallmand@mailbox.sc.edu  (SEE ATTACHED BID SCHEDULE & SPECIFICATIONS)  vendor e-mail: _____		

## **STANDARD PROVISIONS**

**Award Criteria:** The award shall be made to the lowest responsible and responsive bidder(s) whose RFQ meets the requirements and criteria set forth in the Request for Quotation.

**Bidders Qualification:** Bidders must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

**Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.

**Rejection/Cancellation:** The University of South Carolina reserves the right to reject any and all RFQs and to cancel the RFQ.

**Competition:** This RFQ is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this RFQ to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Department in writing so as to be received five (5) days prior to the opening date. The RFQ may or may not be changed but a review of such notification will be made prior to award.

**Debarments/Suspension:** By submission of a response to this RFQ, bidders are certifying it is not suspended or debarred from doing business with and other governmental entity.

**Discussion with Bidders:** Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the RFQ.

**Discussions/Negotiations:** By submission of a RFQ, vendor agrees that during the period following issuance of a RFQ and prior to notification of intent, and/or award of contract, vendor shall not discuss this procurement with any party except members of the University of South Carolina Purchasing Department or other parties designated in this RFQ. Vendor shall not discuss or attempt to negotiate with the using department any aspects of the procurement without prior approval of the Purchasing Department buyer responsible for the procurement.

**Indemnification:** The state South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's RFQ.

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Purchasing Liability: The USC Purchasing Department is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the agency and the successful vendor and the Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

Records Retention & Right to Audit: the state shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. code section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have conducted, audits of specific requirements of this RFQ as determined necessary by the state.

Pertaining to all audits, contractor shall make available to the state access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the state.

Rejection: The University reserves the right to reject any RFQ that contains prices for individual items or services that are unreasonable when compared to the same or other RFQ if such action is in the best interest of the University.

Risk of Loss: The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

Waiver: The University reserves the right to waive any instruction to bidders, general or special provisions, general or special conditions or specifications deviation in accordance with the authority provided in Regulation 11-35-1520 (13).



## **GENERAL CONTRACT CLAUSES**

**Affirmative Action:** The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

**Assignment:** No contract or its provisions may be assigned, sublet or transferred without the written consent of the Purchasing Department.

**Contract Administration:** Questions or problems arising after award of this contract shall be directed to the University of South Carolina, Purchasing Department, 1600 Hampton Street, 6<sup>th</sup> floor, room 606, Columbia, SC 29208.

**Contract Amendments:** Contract amendments, modifications & change orders: any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this RFQ and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Purchasing Department buyer responsible for this RFQ.

**Default:** In case of default by the contractor, the University 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.

**Force Majure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

**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/>

**Item Substitution:** (This clause does not apply to RFQ for service requirements). No substitutes will be allowed on purchase orders received from departments without permission from the Purchasing Department.

**Non-Appropriations:** Any contract entered into by the University or its departments, institutions, agencies, political subdivisions or other entities resulting from this RFQ shall be subject to cancellation without damages



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or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Patent Liability: The Contractor, at his own expense, will defend any suit which may be brought against the University of South Carolina to the extent that it is based on a claim that the goods furnished through a contract infringes a United States Patent, and in any such suit will pay those costs and damages which are attributable to such claim and finally awarded against the University of South Carolina. The University shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost of expenses shall be incurred for the account of the Contractor without its written consent. If principles of governmental or public law are involved, the University may participate in the defense of any such action. If, in the Contractor's opinion, the goods furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States Patent, then without diminishing the Contractor's obligation to satisfy a final award, the Contractor may, at his option and expense (a) obtain the right for the using agency to continue use of such goods or (b) substitute for the alleged infringing goods other equally suitable goods that are satisfactory to the using agency or (c) take back such goods, provided, however, that the Contractor will not exercise option (c) until the Contractor and the University of South Carolina have evaluated options (a) and (b).

Payment for Goods and Services: Payment for goods and services received by the University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

Prohibition of Gratuities: Section 8-13-420 of the 1976 Code of Laws of South Carolina, as amended, states: "WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contributions nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided.

Protection of Human Health and the Environment: The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the University will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1, 71-1910.1200). By submission of this RFQ, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

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

Restrictions/Limitations: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

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Termination: Subject to the conditions below, the contract may be terminated for any reason by the Purchasing Department providing a thirty-day advance notice in writing is given to the contractor.

For Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the University without the required thirty- days advance written notice, then the University may negotiate reasonable termination costs, if applicable.

For Cause – Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; Termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default clause in this RFQ shall apply. (See Clause No. 5).

### I. INSTRUCTION TO BIDDERS

- A. RFQs will be considered as specified herein or attached hereto under the terms and conditions of this RFQ.
- B. This RFQ does not commit the University to award a contract, to pay any costs incurred in the preparation of a RFQ, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all RFQs received as a result of this request, or to cancel in part or in its entirety this RFQ if it is in the best interest of the University to do so.
- C. RFQs must be submitted to the University of South Carolina Purchasing Department as indicated, at which time the bidders name will only be publicly read. Prices will be identified at the time of award.
- D. An official authorized to bind the Bidder must sign the RFQ and indicate the RFQ number on the outside of the envelope. The Purchasing Department assumes no responsibility for unmarked or incorrectly marked envelopes being considered for award.
- E. Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- F. Failure to furnish your FEIN or SSN may result in the delay of award of contract.
- G. When specifications or descriptive literature are submitted with your RFQ, enter bidder's name thereon.
- H. By submission of a RFQ, you are guaranteeing that all goods and/or services meet the requirements of the RFQ during the contract period.
- I. Do not include any taxes in the RFQ price shown that the University may be required to pay. Upon submission of a RFQ by a State agency, the procurement officer will compute the appropriate sales/use tax to the non-state agency RFQs when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and Use Tax Regulation 117-174-95.



**Provide Athletics Insurance for University of South Carolina Lancaster Campus.**

### **III. SCOPE OF WORK / SPECIFICATIONS**

#### **SECONDARY INSURANCE WITH CLAIMS COORDINATION SERVICES FOR THE UNIVERSITY OF SOUTH CAROLINA LANCASTER ATHLETICS DEPARTMENT STUDENT ATHLETES.**

1. Insurance to cover six (5) intercollegiate sports.
2. The University of South Carolina Lancaster maintains team sports of men's baseball, men's golf, men's and women's soccer, and women's softball.
3. This year there are 123 student athletes (83 men and 40 women).
4. USC Lancaster currently only has a catastrophic policy to which USC Lancaster has not had any claims. USC Lancaster is looking to add a secondary policy with reach down coverage for our athletics teams.
5. USC Lancaster requests that a contractor agent meet personally with the University's Athletics Director or designee to review the coverage and suggest cost savings ideas on a yearly basis, and prepare and submit a written report that includes claim payment information as well as information on pending claims.
6. All premiums will be based on USC Lancaster's claim experience only.
7. USC Lancaster requests that the contractor offer the opportunity to make "special request" to honor medical expenses not covered under policy terms.
8. Benefits structured to be 100% usual and customary with no inside limitations.
9. No names, lists or rosters to be supplied.
10. List of sports and number of athletes to be provided.
11. Coverage to be excess (secondary).
12. The contractor must be able to provide the following:



**USC LANCASTER.**

**Number of Sports Participants.**

**Fall 2012 - Spring 2013**

	<b>Men.</b>	<b>Women.</b>
Baseball	50	
Golf	13	
Soccer	20	15
Softball		25

**BIDDING SCHEDULE**

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	12	Months	Provide Secondary Athletic Insurance for University of South Carolina Lancaster	\$ _____	\$ _____

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.

## 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](http://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 YOU 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)]

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.)