Follow the yellow keys to help you navigate through this document. Double click for entry. Click left corner box to close.

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	Purchasing Depa 1600 Hampton S Columbia, SC 2	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 rece No Later Than:	Send quotation to above Attention of:	address	Quotation	Number:	Date			
Print compan	y name and address:	Department reserve technicalities. 1. If an item 2. All quotes	es the right cannot be f must be si	rered price of the items(s to reject any or all quotes furnished, indicate by NC gned by the vendor's rep h this instruction may res	s and to wa O QUOTE. presentative	ive any or and terms	all	

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
 Telephonee

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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.

SC/US PREFERENCE: In order to receive the South Carolina/United States made, manufactured or grown endproduct 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.

<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.

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 <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 - 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)]

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.

SCHC Electric Vehicle Salient Features

-6 passenger

-Rear seat fold-down table for equipment transport

-Extended/ long roof (to cover rear passengers/ equipment)

-Custom body paint color (green) with 3-color SCHC logo on sides and hood

(Artwork for logo will be provided to contractor)



-Delivery to 902 Sumter Street, Columbia, SC, within 6 weeks after receipt of order

- Headlamps
- Front and rear turn signal lamps
- Tail lamps
- Stop lamps

- Reflex reflectors: one red on each side as far to the rear as practicable, and one red

on the rear

- An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror

- A parking brake*

- A windshield
- A Type 1 or Type 2 seat belt assembly installed at each designated seating position.
- Side rear view mirrors on both sides*
- Rearview mirror mounted to interior of vehicle*
- Windshield wipers
- Turn/Emergency signal*
- Horn*
- Amp meter *
- Volt meter or Battery indicator *
- Speedometer *
- Odometer *

(* must be easily visible to vehicle operator while operating)

- Battery must either be fully sealed or fully encapsulated in a battery box which protects against water, sunlight, dirt, lubricants, or any other foreign substances. It must also prevent acid from leaking out. If a sealed battery is offered, it must be positioned on a tray.

- Front and rear shock-absorbing bumpers
- Voltage reducer (to 12 volts) for all accessories
- Vehicle-mounted battery charger (standard 120 voltage)
- Vehicle must be able to maintain minimum speed of 20 mph when fully loaded
- -Accessory outlet
- Motor 48 volt, 5.5 continuous Horsepower
- Battery 48 volt, 170 amp hours may be a single battery or multiple batteries

joined in a series

- Tire size 145/50R12
- Wheel type 10 inch aluminum or steel
- Suspension Leaf spring or independent
- Brake system 4 wheel hydraulic or drum
- Load capacity 6 Passenger
- Controller power 225 amps
- Ground clearance 4.75 inches
- Top climbing grade 15 degrees
- Range 40 miles
- Must be supplied with at least one (1) charger that can be plugged into a standard

110/120 volt electrical outlet. Maximum time to fully charge LSV battery cannot exceed eight (8) hours.

BID SCHEDULE

ltem	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	1	Ea	Low speed electric vehicle as specified in <u>SCOPE OF WORK /</u> <u>SPECIFICATIONS</u>		

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)]

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? \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.)