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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	d By (Print Name)		Signature	Telephone	e		
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.

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.

SITE VISITS: Site visits will be held. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the site visits. Nor does the State 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.

While there will be member(s) of the Stanford University staff and member(s) of the University of South Carolina staff present that will conduct the site visits, share information with you throughout the visits, and try his/her best to answer your questions, realize that nothing said during the site visits by any member of either the University of South Carolina staff or the Stanford University staff is legally binding. If you have question(s) that you want a binding answer to, you must submit your question in writing to

the Procurement Officer for the solicitation (Kevin Sanders) preferably via email, in order for the State to give a response to the question(s) in an upcoming amendment to the solicitation.

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 supplies, equipment and man power to move Biology Lab (equipment, supplies, and accessories) from Stanford University to University of South Carolina.

The equipment list below is representative of the equipment to be moved but is not a complete equipment list. An opportunity for prospective vendors to preview the entire laboratory and surrounding area will be provided at both Stanford University (pick up point) and the University of South Carolina (point of delivery).

<u>Contractor will be responsible for the entire move at the price quoted without regard to having attended the site visits.</u>

Contractor will be required to provide proof of insurance coverage (damage, replacement, liability) in an amount sufficient to cover estimated value of all items to be transported (estimated value \$400,000.00)

Site Visit:

California Location Stanford University, Appointments for site visits (May 28th, through May 31st 2013) can be made by contacting:

Ward B. Watt
Professor of Biology
371 Serra Mall, 406 Gilbert Lab
Stanford University
Stanford, CA 94305-5020 USA
(650)-723-4297
FAX (650)-723-6132
wbwatt@stanford.edu

Columbia SC Appointments for site visits (June 3^{rd} through June 5th, 2013) can be made by contacting:

Faith Falise Biological Sciences University of South Carolina

Tel: 803-777-4066

Representative equipment/supply/accessory list. (not a complete list of items to be transported)

Large, unique items

- 6 x Steel channel frames for supporting plant growth trays, each 4' 4" x 8' 4" s 24" legs (note: these stack on one another in use, but can be "nested" for van transport)
- 4 x Plant growth trays, wood lined with fiberglass, 4' x 8'
- 4 sets Light fixtures (to be re-assembled onto steel frames after move) for illuminating plant growth trays
- 1 Revco ultralow freezer 80" tall x 39" deep x 36" wide
- Beckman J2-21M high-speed centrifuge 52" tall x 36" deep x 30" wide (plus 3 rotors for this centrifuge to be boxed separately)
- 1 vibration-isolating table approx. 30" x 30" x 30" (includes heavy marble top surface)
- 1 Insect wind tunnel mounted on approx. 6' x 3' base, 36-40" above base, needs custom crate
- 3 x museum-grade insect specimen cabinets $43" x \sim 22" x \sim 22"$ (fragile: contain specimens)

Major benchtop lab equipment

- Molecular Devices spectrofluorimeter (will attempt to obtain manufacturer's shipping crate); existing desktop computer and monitor to operate it to be packed separately
- Cary-Varian UV-visible spectrophotometer, needs large carton and padding, and separate temperature control unit, also needs large carton and padding; existing desktop computer and monitor to operate it to be packed separately
- 1 Qiagen molecular biology robot, already have palletized manufacturer's shipping crate for it
- 4 x Stratagene Robocycler PCR devices, each needs medium sized carton and padding
- AirClean plexiglass workstation 31" x 26" x 32", needs carton to fit plus padding

- 2 x high performance liquid chromatography systems consisting of separate modules: highpressure pump, fluid mixer, optical monitor, and in 1 of 2 cases robotic autosampler; each module roughly 2' x 1' x 1' except autosampler is about 15" x15" x 15"; need cartons and padding
- 1 Beseler macrophotography camera stand; may need custom crate
- 1 Nikon dissecting microscope, needs carton and padding
- 1 marble slab for isolating benchtop balances from vibration
- 1 Mettler/Toledo autotitrator and computer to operate it, need cartons and padding

Moderate sized benchtop equipment and undercounter/floor equipment (plus cartons, padding)

- 1 Kodak gel documentation camera set and light box
- 1 Hoefer ultraviolet gel illuminator
- 5 x desktop computers, 4 with printers
- 1 30" x 12" x 12" (approx.) water bath
- 5 Power supplies for protein and nucleic acid electrophoresis
- 6 cells for electrophoresis, various sizes
- 2 Sartorius electronic balances
- 1 Corning pH meter
- 3 x homogenizing/stirring motors on lab stands
- 3 x fraction collectors
- 2 ~12" square sample rotator tables
- 1 floor culture shaker/incubator
- 3 x temperature-controlled circulating pumps, 2 with auxiliary chiller units
- 3 x undercounter refrigerators
- 1x undercounter freezer

- 1 drying oven
- 6 laboratory carts, various sizes

Other materials

Manual and electronic pipettors; charging stand for electronic pipettors

Magnetic stirrers

Diverse laboratory glassware and small fittings, cubic footage difficult for me to estimate

Diverse laboratory plastic ware (beakers, pipette tips, etc.)

~ 10 boxes of glass insect cages in cardboard boxes (Coleman lantern globes)

Diverse small electrical and electronics gear and tools, some already in plastic storage containers

Various sizes of screen or wood and screen insect cages

Large numbers of 4" square plastic plant pots (stack readily)

- ~ 12 6 cubic foot bags of Vermiculite
- 4 50 lb bags of agricultural seed
- ~ 7 dozen plastic trays 20" x 9.5" x 6" (stack readily)
- ~ 6 dozen metal trays 9" x 9" x 1.5"
- 3 x 25 lb bags of commercial fertilizer
- ~ 8-10 cu. ft. Plastic jars of several sizes
- 1 metal document "pigeonhole" set ~ 4' x 3' x 1'
- 1 metal small-parts drawer set ~ 4' x 3' x 1'

BID SCHEDULE

Item	Quantity	Unit of	Description	Extended Price
		Measure		
1	1	Job	Move Lab (equipment, supplies and accessories) from Stanford University to University of South Carolina, Columbia SC	

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.

MINORITY PARTICIPATION (JAN 2006)

information above for each minority business.)

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? \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? \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