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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

Quotati	ion must be received	Send quotation to above address Attention of: Dennis Gallman		Quotation Number:	Date	1	,
No Late	er Than: 9:00 Alvi			USC-RFQ-2534-DG	1	9	2014
	Print company name and address: Please quote your lowest delivered price of the items(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	LLD, or Social Sec	curity No.	SC M	Ainority Certification Number (If A	(pplicable)		
	d By (Print Name)	curry 140.			ee		
Item No.	Quantity and Unit	Description of Commodity or Services			Unit Price	Т	otal Price
	See Bid Schedule	Furnish/Deliver Newtek Euipment with Peripherals and training for recording studio 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 SPECIFICATIONS & BID SCHEDULE) Vendor e-mail:					

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 end-product 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.

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.

Scope of Work/Specifications Introduction

The University of South Carolina Beaufort is a senior campus within the University of South Carolina system

The state's newest four-year university, USC Beaufort offers baccalaureate degrees, access to USC's Extended Graduate Campus classes and degrees and numerous continuing education programs at its two full-service campuses in historic Beaufort and Bluffton, SC. USC Beaufort accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award baccalaureate and associate degrees.

Mission Statement

The University of South Carolina Beaufort, a small (1,000 to 3,000 students/fall headcount enrollment) senior campus of the state's largest public university, brings the University of South Carolina's statewide mission of teaching, research, scholarship, and public service to the rapidly growing low country of South Carolina. USCB offers baccalaureate degrees that respond to regional needs, draw upon regional strengths, and prepare graduates to participate successfully in communities here and around the globe. The campus also supports the USC Extended Graduate Campus, which provides local access to graduate courses and programs.

USCB offers programs in mathematics and the natural sciences, humanities, and professional and social sciences. Its curriculum is designed to promote acquisition of knowledge and, through it, the intellectual dispositions and skills that encourage depth of understanding, tolerance of others and individual accountability. Attracting a racially and culturally diverse student body of varying ages and experiences, the University of South Carolina Beaufort draws its students primarily from the South Carolina low country, with representation from other parts of the state, other states, and foreign countries. The University encourages students to think analytically and abstractly, to explore options, to see similarities, to be open to differences, to communicate effectively, and to respect each individual.

The major intellectual and cultural center for the region, the University enriches the quality of life for area residents of all ages through presentations of the performing and fine arts, community service, symposia, research initiatives, and partnerships with area schools, businesses and organizations.

Scope of Project

USC Beaufort Palmetto College Program is putting in place a recording studio, that will allow faculty, staff and students to capture and record content for Palmetto College classes. The purchase of, and training on, the specialized Newtek equipment and peripherals are all that will be included in this scope of work.

The location for this project will be the USCB Hilton Head Gateway Campus in Bluffton, SC in Library Room 147

Required Parts are as follows:

Brand	Item P/N	Description	Quantity
Newtek	TCXD	rack rails	1
Newtek	Tricaster 460	production switcher	1
Grass Valley	ADVC-64NA	sync Generator	1
	CS702 Base		
ClearCom	Station	Intercom Base Station	1
Clear Com	RS701	Belt Pks	3
Clear Com	CC26	Head Sets	4
TecNec	WES 9X20	green screen	1
Tecnec	WES 9014	Backdrop support	1
Allen Heath PA12 audio mixer		audio mixer	1

Training Requirements

- Onsite Tricaster training to consist of one four hour Introductory Level session, led by a Newtek certified trainer.
- Onsite Tricaster training to consist of one eight hour Intermediate Level session to be scheduled at least 6 weeks after installation and led by a Newtek certified trainer.
- The University will install all equipment

^{**} Must include shipping costs.

BID SCHEDULE USC-RFQ-2534-DG

Item	Qty	Unit of	Description	Price
		Measure		
1	1	Lot	Furnish/Provide Newtek Equipment with peripherals	\$

			with peripherals				
Resident Vendor Preference SC End Product Preference US End Product Preference							
Item	Qty	Unit of	Description	Price			
		Measure					
2	1	Lot	Training	\$			
			Total (Items 1-2) \$				
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.

NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)

Please refer to the preference clauses listed in the terms and conditions of this solicitation to ensure that you qualify to select the above preferences.

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. 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)]