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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

	ntion mus	t be received	Send quotation to above : Attention of:	address	Quotation Number:	Date		
Federa			me and address:	Department reserve technicalities.  1. If an item of the serve technicalities.  2. All quotes failure to conquote.  3. FAXED Q	owest delivered price of the items(ses the right to reject any or all quote cannot be furnished, indicate by No must be signed by the vendor's repromptly with this instruction may result of the vendor's ACCEPTABLE. FAX #	S and to wait	and term allification	s noted, n of the
			unity 140		Telephone			
Item No.	em No. Quantity and Unit Description of Commodity		or Services			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 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 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 signed 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: <a href="http://www.sc.edu/hipaa/">http://www.sc.edu/hipaa/</a>

# **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.

<u>IMPORTANT</u> – 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**

Furnish, deliver and install new, refurbished or used items complying with the enclosed description and/or specifications and conditions as applicable to this bid/quote notice. (SPM014)

It is the intent of the University of South Carolina to solicit bids from qualified vendors to provide material, installation, labor and equipment to include: maintenance service vehicles, communication needs, labor supervision, tools, test equipment, and any special equipment necessary to replace and repair doors in the Koger Center in accordance with all requirements stated herein.

# **SITE VISIT:**

A site visit will be held at the following date, time and location. All attendees will be required to sign in on a sign-in sheet.

All Bidders shall be responsible for visiting the premises, thoroughly familiarizing themselves with all details of the work, working conditions, and any necessary field measurements to enable them to bid on and complete this project in a manner that is acceptable to the University of South Carolina.

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:** June 25, 2014 **Time:** 10:00 AM

**Location:** USC Koger Center

1051 Greene Street

(Corner of Park and Greene Street)

Columbia, SC 29208

Meet in the Lobby

**Deadline for Questions**: June 26, 10:00 AM

**Submit Questions to:** Lana Widener, Procurement Officer

e-mail: <u>llw@sc.edu</u> fax: 803-777-2032

### **SPECIFICATIONS**

### School of Music Door

Install, New bottom Arms and closers

Provide and install the following materials

1- Each NDC bottom pivot assembly, and a Hager series 5200 adjustable door closer.

# **Dressing Room 11**

Furnish and install New hollow metal door

1— Each Furnish and install:  $3'-0'' \times 7'-2''$  flush hollow metal door with a Corbin Ruswin Mortise Lock, tubular lever trim. F&I 3- each 4  $\frac{1}{2}$ " hinges US26D and one Hager Model 5200 surface mounted door closer.

Note: Excludes finish and painting of door and IC core for cylinder

Contractor to reuse existing core.

### Office Entrance doors

Remove existing doors, hardware and soffit mounted coordinator and install, New wood doors and Hardware

1 - Each pair of 6' x 7' labeled flush birch wood doors, prefinished. Six pair of 4.5" US26D hinges, two Von Duprin surface mounted vertical rod panics (top rods only). Exterior lever trim with IC cylinder and a dummy trim for inactive door. Install one set of door edge weather stripping and two new Hager 5200 adjustable door closers.

Note: Re-install Mag holders

Permanent IC Core for cylinders Contractor to reuse existing core

# **Park Street Ground Floor Entrance**

Provide and install new bottom arms & closers

2 – Each NDC Bottom Pivot Assembly and a Hager Series 5200 Adjustable Door closers.

# Storage Room E 1st floor

Remove existing doors and hardware, furnish and install New wood doors and hardware

 $1 - \text{Each pair of } 6' \times 7'-2''$  flush birch wood doors, prefinished. Six pair of 4.5" US26D hinges, two stainless armor plates, one heavy duty kick down stop, one Hager Series 5200 adjustable door closer. Door edge guards on active leaf and a "T" Astragal on the inactive door.

Note: Contractor to reuse existing Unican lock

# Storage room D 1st floor

Remove existing doors and hardware. Install, New wood doors and hardware

1 – Each pair of 6' x7'-2" flush birch wood doors, prefinished. Six pair of 4.5" US26D hinges, two 8" stainless kick plates, one heavy duty kick down stop, one Hager series 5200 adjustable door closer and one Corbin Ruswin Lock

Note: Permanent IC core for cylinder

Contractor to reuse existing core

#### **WORK HOURS**

Working Hours will be coordinated with Assistant Director of the Strom Thurmond Wellness & Fitness Center. The schedule work time will be at a time to minimize disruption to programs.

#### **CLEAN UP**

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

#### **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.

#### **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.

The contractor must have an established safety program in place at the time the contract starts for all its employees. Safety meeting shall be conducted by Contractor, daily, prior to beginning of the operation each day, under the contract.

The Contractor shall take all necessary measures during its performance to contract to protect the safety of the workers, building occupants and the general public. USC-Health and Safety will be monitoring the project before, during and after contractor's performance to contract for any safety violations.

# **CERTIFICATES OF INSURANCE**

Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC. **Contractor should submit copy of insurance within 10 days of award.** 

Minimum requirements are as follows:

- Worker's compensation: in accordance with the statutory limits set by the State of South
- Commercial General Liability Insurance: \$1,000,000 per occurrence. Naming USC as an additional insured.
- Comprehensive Automobile Liability/Bodily Injury/Property Damage Insurance: \$1,000,000 combined single limit per accident.

**CONFERENCE – PRE-PERFORMANCE:** Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the

contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

# **DRUG FREE AFFIDAVIT**

All persons providing labor for this project shall have been drug tested and certified drug-free. Provide written confirmation.

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.)

#### 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 <a href="https://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. 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)]

# **BID SCHEDULE**

Item	Qty	U.nit of Measure	Description	Extended Price
1	1	Job	Material and Labor replace and repair doors at the Koger Center per the specifications	\$

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.