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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

	tion must be received	d Send quotation to above Attention of:	address	Quotation Number:	Date		
	Print company na		Department reserve technicalities.  1. If an item of the control o	owest delivered price of the items(s is the right to reject any or all quote cannot be furnished, indicate by NO must be signed by the vendor's repromply with this instruction may research to the complete that	O QUOTE. resentative sult in disqu	and term alification 2032	s noted, n of the
			SC Minority Certification Number (If Applicable)  Signature  Telephonee				
Item No.	Quantity and Unit Description of Commodity				Unit Price Total Price		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 remove interior elevator panels and install new interior panels at USC Capstone. Contractor will provide material, installation, labor and equipment to include: maintenance service vehicles, communication needs, labor supervision, tools, test equipment, and any special equipment necessary 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: December 22, 2014

Time: 10:00 AM

**Location:** USC Capstone

902 Barnwell Street Columbia, SC 29208 Meet in the Lobby

**Deadline for Questions**: December 23, 10:00 AM

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

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

WINDRITY 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.)

#### CAPSTONE ELEVATORS INTERIOR PANELS

#### **SECTIONS INCLUDE:**

#### PART 1 – GENERAL

- 1.01 RELATED DOCUMENTS
- 1.02 SUMMARY OF WORK
- 1.03 WORK SCHEDULES
- 1.04 SCOPE OF WORK
- 1.05 PROTECTION
- 1.06 SUBMITTALS
- 1.07 QUALITY ASSURANCE
- 1.08 PROJECT MEETINGS
- 1.09 BUILDING OCCUPANCY
- 1.10 RESTRICTIONS
- 1.11 BUILDING ACCESS FOR OTHER BUILDING MAINTENANCE WORK
- 1.12 UTILITIES ACCESS
- 1.13 PARKING
- 1.14 BUILDING ACCESS & SECURITY
- 1.15 STORAGE AND HANDLING
- 1.16 DEBRIS

#### **PART 2 – PRODUCTS**

- 2.01 GENERAL
- 2.02 ACCEPTABLE MANUFACTURERS

**END OF SECTION** 

#### **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Existing elevator images

#### 1.02 SUMMARY OF WORK

A. Provide all labor, materials and equipment to furnish and install vertical wall interior panels of three (3) elevator cars in Capstone Residence Hall, on the USC Columbia Campus. Work shall be staged to allow only one (1) elevator to be out of service at any given time.

#### 1.03 WORK SCHEDULES

Work shall be performed between the hours of 9:00am to 4:00pm, with 12:00pm-1:00pm designated as lunch time. Contractor shall be escorted by a University Housing employee, designated by University Housing Project Manager, at all times while within an occupied residential building.

Contractor shall submit contract schedule with bid proposal detailing man hours for each day and how many hours it will take to complete the project.

Work to be performed during the week of Monday, March 9th through Friday, March 13th, 2015.

#### 1.04 SCOPE OF WORK

Existing interior elevator wall panels to be removed and replaced with new panels to match existing interior elevator wall panels. Laminate finish shall be Wilsonart 4846-60 Morro Zephyr.

Contractor will receive a USC Permit to Work, along with all Haz-Mat test results applicable to this project, prior to beginning work on campus. Should scope change, which would require drilling or busting holes in walls or ceilings, or drilling or removing tiles or carpet on floors, you must contact University Housing Project Manager to check on further Haz-Mat procedures prior to proceeding.

#### 1.05 PROTECTION

- A. Upon commencement of work the Contractor shall survey and inform the University Housing Project Manager of any pre-existing damage within the work areas prior to starting work. The Contractor is strongly encouraged to take pictures of items considered to be damaged prior to starting the project and submit them to the University Housing Project Manager for verification and approval before making these repairs. If at any time throughout the duration of the project, damage is identified by University personnel and has not been documented, the Contractor shall assume responsibility for any repair and/or replacement of the item.
- B. The Contractor shall be responsible for any damage to any equipment, adjacent surfaces, furniture and finishes caused by a lack of adequate protection. *Prior to starting work in any space:* 
  - 1) The Contractor will cover floors within the elevator cabs and elevator lobby with sturdy Ram Board (or equivalent).
  - 2) The Contractor will install dust barriers to prevent dust and debris migration to adjacent spaces.
  - 3) Access path used for construction shall be covered/protected with Ram Board (or equivalent) for duration of work to protect the floors from damage.
- C. The Contractor shall protect adjacent surfaces, areas to be finished, and areas that have been finished, with suitable means. Contractor shall replace and/or clean, at no cost to the University, any equipment, hardware, furniture or finishes damaged during the panel replacement work and clean up.
- D. The Contractor will use custodial mop sinks as identified by the University Housing Project Manager. The Contractor will not be permitted to use any showers, kitchen sinks, bathroom sinks or laundry sinks to clean tools or equipment except where designated by University Housing Project Manager. The Contractor will be responsible for any clogged lines or drains and/or any damages to plumbing lines.
- E. If at any time, in the opinion of the University, proper precautions have not been taken to provide adequate protection of building surfaces and furnishings, the Contractor will be advised by the University Housing Project Manager of specific locations and problems and shall cease work immediately within the particular space(s) until such protections have been installed. Whether initial or supplemental protections are provided, all protection in spaces and for furnishings and finishes are at no additional cost to the University.
- F. The Contractor shall identify in advance all instances when work, such as fabrication of materials, is required to occur outside of building and to propose in advance how the work

area will receive protection. All damage to such items resulting from the Contractor's operations shall be repaired to match existing conditions prior to damage, at no cost to the University.

- G. After completion of their work, the contractor shall ensure the building and the building premises shall be left in a condition that is acceptable to the University Housing Project Manager.
- H. The Contractor shall keep all paths of egress, sidewalks and parking areas cleared of materials and debris at all times.

#### 1.06 SUBMITTALS

The following submittals are to be <u>submitted for approval prior to purchasing and fabricating</u> <u>panels</u>:

- 1) Shop drawings
- 2) Two (2) Mock-ups 1'x1' size of panel construction

#### 1.07 QUALITY ASSURANCE

Contractor to ensure panels are installed with the highest quality and free of defect. Contractor's Project Manager and superintendent to review and approve all work prior to requesting review and approval from University Housing Project Manager.

#### 1.08 PROJECT MEETINGS

- A. A Kickoff/Pre-Construction meeting will be convened by the University Housing Project Manager no later than ten (10) days after execution of the contract and prior to commencement. This meeting will review responsibilities, personnel assignments, and items affecting project progress. The University Housing Project Manager will announce the place and time of the meeting.
  - 1. Attendees: University Housing Project Manager and other University personnel, Contractor Project Manager, superintendent, subcontractors, and other individuals whose presence is required.
  - 2. Agenda: The Contractor will distribute the agenda, in addition to the following information:

- a. Critical path sequencing
- b. Designation of key personnel and their duties
- c. Procedures for:
  - i. Processing field decisions
  - ii. Change Orders
  - iii. Requests for Information (RFIs)
  - v. Applications for Payment
- d. Owner's occupancy requirements
- e. Contractor storage location(s) within the building, if applicable
- f. Proposed Contractor dumpster placement/location, if applicable
- g. Location of the Port-O-Johns
- h. Contractor procedures for protection of surfaces, fixtures and furnishings
- i. Security
- j. Progress cleaning
- k. Working hours
- Minutes: The Contractor will record and submit for approval significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned with three (3) business days of meeting.
- B. Progress Meetings: The Contractor shall conduct progress meetings on **regular** intervals. The scheduled day, time and interval to be determined by the University Housing Project Manager upon the start of the project and will be held at the job site. Also to include topics for discussion as appropriate the project status.
  - 1. Attendees: Same as Kickoff/Preconstruction Meeting to include any additional Subcontractors.
  - 2. Agenda: As required concerning the progress of the project.
  - 3. Minutes: The Contractor shall prepare, review, correct or approve minutes of the previous progress meeting and review other items of significance that could affect progress. The Contractor shall distribute meeting minutes to all attendees within three (3) business days.

#### 1.09 BUILDING OCCUPANCY

The building will be partially occupied by students and staff for the duration of the work.

### 1.10 RESTRICTIONS

A. Work hours are restricted for the duration of this project. University Housing however maintains the right to modify work hours and access to the site should the need arise. University Housing will provide proper notice to the Contractor in the event any change must be made. Refer to Section 1.03 for work schedule.

- B. The Contractor is required to have a full time, English speaking, superintendent onsite daily for this project. Contactor must provide the name and daytime and after-hours contact information for the project superintendent and for at least one more senior Contractor representative (English speaking) should the project superintendent not be reachable.
- C. Contractors will be responsible to ensure the professional conduct of their employees and subcontractors while on University property. In accordance with University Policy, sexual harassment, discrimination and the use of alcohol or drugs is strictly forbidden. Contractor Superintendent and employees will be held accountable for any conduct that violates University Policy.
- D. Contractors will not be able to use existing bathroom facilities. Port O Johns must be provided and emptied/changed out by the Contractor or the carrier of their choosing. Portable restroom facilities will be restricted to areas designated by the University Housing Project Manager. Contractors and their employees found in violation shall be removed from the job site.
- E. Contractors are to have no physical or verbal contact with students and/or staff, other than the University Housing Project Manager.
- F. Proper attire must be worn at all times. Tank tops and shorts are not permitted on site.
- G. If used, the University shall approve the location of the Contractor's dumpster and exterior storage container prior to placement. Contractor will not be allowed to use any Campus dumpsters or place dumpsters on landscape, turf or block means of egress from exits or fire lanes.
- H. The Contractor shall not allow its workers and subcontractors to dispose any food waste/items into their construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items shall be removed daily from inside the buildings and disposed of off Campus.
- I. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) in lieu of approved stepladders.
- J. Bathroom sinks, showers or tubs may not be used for the cleaning of Contractor tools and equipment, except where designated by University Housing Project Manager.

- K. Contractor will not be granted access to any areas that do not require any work under this project.
- L. Contractor shall not prop exterior doors open at any time and shall ensure all windows and exterior doors are locked at the end of each work shift.
- M. The University of South Carolina is a tobacco free campus. The Contractor will ensure that the tobacco free policy is adhered to and enforced with regard to their employees, subcontractors and vendors.

The provisions of this policy apply 24 hours a day, seven days a week to all students, faculty, staff, visitors, volunteers, contractors and vendors unless otherwise noted.

- "Tobacco and smoking products" include all tobacco-derived or containing products, including but not limited to cigarettes (i.e. clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, pipes, water pipes, smokeless tobacco products or substitutions (spit and spitless, chew, pouches, snuff) or any other device intended to simulate smoked tobacco. This does not apply to nicotine replacement therapy, which is designed to assist tobacco users to guit tobacco.
- 2. "University property" includes all buildings, facilities, grounds and spaces leased, owned or controlled by the University of South Carolina Columbia Campus, whether or not signs are posted. This includes, but is not limited to, buildings on University-owned land, offices, classrooms, laboratories, elevators, stairwells, bridges and walkways, balconies, decks, restrooms, shuttle buses, shuttle bus stops, sidewalks, parking structure/areas/lots, meeting rooms, hallways, outdoor passageways and entrances, lobbies, common areas and athletic venues, including those with outdoor fixed seating.
- 3. Use of Tobacco Products is Prohibited:
  - a. On University property. No ashtrays, receptacles or smoking shelters will be permitted.
  - b. In University-owned, operated or leased vehicles
  - c. In personal vehicles parked on University property.

4. The University discourages the use of tobacco products by all individuals on properties adjacent to the campus.

#### 1.11 BUILDING ACCESS FOR OTHER BUILDING MAINTENANCE WORK

- A. The University may elect to schedule other work in adjacent work areas during the same time period as this project.
- B. The University Housing Project Manager at the regular progress meetings will identify in advance any work scheduled by the University to occur in any part of the building in which maintenance work is to occur.
- C. Such work may not be scheduled into individual units occupied by Contractor crews without the prior knowledge of, and acceptance given by the Contractor.
- D. Based on the nature of the work to be performed by University or Housing crews or agents, the University Housing Project Manager may conduct inspections of the affected space(s) for the purpose of identifying any unwarranted conditions that could be attributable to the work of such crews.
- E. The University may also need to send staff through the building to conduct specific condition assessments and other inspections not related to this contract; however, such inspections will also be coordinated in advance via the progress meetings.
- F. If at any time a situation is deemed an emergency, University personnel may access the building without notification to or approval from the Contractor and /or University Housing Project Manager to perform emergency repairs or conduct critical life and structural safety inspections.

#### 1.12 UTILITIES ACCESS

The University will provide electricity and water supply at the jobsite through existing receptacles and fixtures but without any provision which allows workers to directly tap circuit panels. The Contractor must supply his own extension cords, water hoses and all other equipment as required by the work scope.

#### 1.13 PARKING

- A. All vehicles parked on campus must be head-in to the parking space. Backing in or pull-through parking is prohibited in all areas, including meters.
- B. Do not obstruct walkways, driveways or other public thoroughfares. Parking is prohibited on turf and sidewalks as well as any other areas not specifically designated for the purpose of vehicle parking as stated in policy BUSF5.50 or http://www.sc.edu/policies/busf550.pdf.
- C. Contractor vehicles shall not be left in fire lanes or ADA parking spaces and will be subject to, and responsible for, any and all fines related to illegal parking.
- D. The University Housing Project Manager will assist the Contractor by obtaining service permit(s) (i.e. vehicle(s) hangtag(s), identifying drop off points near the building where vehicles may be temporarily staged to facilitate the periodic off-loading of equipment, tools, and materials.
- E. The Contractor will be limited to the number of parking spaces and locations as assigned through Campus Parking/Vehicle Management. This will be coordinated through the University Housing Project Manager. The Contractor should note that there may be a parking fee associated with parking on campus. It is the Contractor's sole responsibility to make sure that all fees and fines are current and paid in a timely manner.

#### 1.14 BUILDING ACCESS & SECURITY

- A. Access cards for each building will be issued to the Contractor for the duration of the project. The access cards will be activated to allow the Contractor to enter the buildings, but only during approved working hours designated by the University Housing Project Manager. The Contractor will be charged for all cards not returned upon completion of the project. All access cards and/or red core keys must be signed out by the responsible party.
- B. Keys to students' rooms, offices, staff apartments, are prohibited. All doors will be open by University Housing Project Manager prior to the commencement of work. The Contractor is responsible for assuring all windows and entry doors are closed and locked at the end of the workday. Maintaining security of the building shall be the Contractor's responsibility for the duration of the project.

#### 1.15 STORAGE AND HANDLING

A. All materials used by the Contractor shall be stored in a place designated by the University Housing Project Manager. Materials stored on the site shall be arranged thereon in a neat

- and orderly manner as to not affect in any way any of the terms and conditions under this contract, or to block paths of egress.
- B. The University will not assume responsibility for the security of the Contractor's project materials, tools, or equipment.
- C. The above mentioned materials shall be removed and the entire site shall be cleared at the time of project completion.
- D. The Contractor shall not install any locking hardware on any portion of the building.

## **1.16 DEBRIS**

- A. All demolished material, except that listed or marked as salvage by the University for retention, becomes the property of the Contractor.
- B. Remove all project debris inside the building on a daily basis. All demolished materials shall be loaded directly on to trucks for removal or placed in contractor's dumpster(s). University Housing Project Manager will designate area where dumpster is to be placed. All required dumpsters shall be provided by the Contractor and serviced when filled.
- C. Dispose of debris legally. Do not burn on site. Do not allow debris to enter sewers. Do not let piled debris endanger the structures and trees/plants that shall remain.
- D. Suppress dust. Prevent unsanitary conditions, washouts, erosion, staining or silting of the site and adjacent property.
- E. Work in public areas inside buildings must be cleaned after the work task is completed to prevent spreading dust and debris to adjacent areas by workers. Areas must be vacuumed prior to moving to the next area. Failure to do so will result in the University hiring additional forces to perform clean up and any and all costs incurred will be the responsibility of the contractor.
- F. At the completion of the work, clean the entire areas involved in the work and leave it in an orderly condition, free of rubbish, dust and debris. The Contractor must clean all interior and exterior spaces impacted by project activities. All affected interior surfaces must be wiped down and/or vacuumed to remove all dust and debris.
- G. Use of window openings to discard debris is strictly prohibited unless proper protection is provided and approved in advance by the University Housing Project Manager.

#### **PART 2 - PRODUCTS**

## 2.01 GENERAL

A. Panel size and substrate are to match existing. Face of panel to be Wilsonart 4846-60
 Morro Zephyr with self-edging.

## 2.02 ACCEPTABLE MANUFACTURERS

- A. Wilsonart 4846-60 Morro Zephyr
- B. Or comparable manufacturer and pattern

## **END OF SECTION**

#### 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	Description	Extended Price
		Measure		
1	1	Job	Material and Labor to remove interior elevator panels and replace with new elevator panels at Capstone 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.















