



## TERMS AND CONDITIONS

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.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder 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 solicitation, 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 offeror 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.

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.

## **QUESTIONS FROM OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than Friday, January 23, 2015 @ 3:00PM. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

### Information for Submitting Questions

Buyer: Mac Stiles

Solicitation: USC-RFQ-2750-MS

Title: Furnish & Deliver HVAC Filters

E-mail Address: mac.stiles@sc.edu

Fax Number: (803)777-2032

## **DEFAULT**

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of 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.

## **TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

### **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](http://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 – SC/US END PRODUCT (SEP 2009)**

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

### **PREFERENCES – RESIDENT VENDOR PREFERENCE (SEP 2009)**

To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

### **PREFERENCES – BID SCHEDULE**

All preferences must be claimed by initialing in the space provided in the bid schedule. RVP means Resident Vendor Preference. USEP means United States End Product Preference. SCEP means South Carolina End Product Preference. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

### **SUBSTITUTIONS PROHIBITED – END PRODUCT PREFERENCES (SEP 2009)**

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

### **SHIPPING / RISK OF LOSS**

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

## **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.sa.sc.edu/shs/hipaa/>

## **PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT**

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning “protection of human health and the environment”. In addition, the University of South Carolina is a “Drug Free Work Place” and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University’s Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University’s Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor’s organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

## **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.

## **VENDOR IDENTIFICATION**

The University must have your Federal ID Number (company) or Social Security Number (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.

## **WARRANTY - STANDARD (JAN 2006)**

Contractor must provide the manufacture’s standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

## SCOPE OF WORK / SPECIFICATIONS

The specifications listed herein are not to be considered restrictive to one source of supply. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The University will determine if minor deviations from the listed features are acceptable.

The purpose of this Solicitation is to seek quotes to furnish and deliver HVAC filters to various residence halls at the Columbia Campus of the University of South Carolina. All quoted supplies must be brand new.

After award, all deliveries shall be made to the location specified by the University of South Carolina in its purchase order. Deliveries shall be FOB Destination, freight prepaid, with all fuel surcharges/hazardous fees included.

### Filter Specifications

1. Filters must be:
  - a. Generic
  - b. Pleated
  - c. Per specified dimensions
  - d. In boxes clearly labeled according to the residence hall to which they will be delivered
  
2. Delivery:
  - a. Filters shall be delivered to the specific locations listed in the monthly schedules.
  - b. Filters shall be delivered on specific dates requested below. If inclement weather is expected, USC Housing Facilities personnel must be notified in advance to reschedule delivery.
  - c. Filters shall be delivered on regular business days: Monday through Friday, 8:00am-11:00am or 1:00pm-4:30pm. Filters shall NOT be delivered between the hours of 11:00am and 1:00pm on any business day. Delivery during any time other than what has been specified, on weekends, or during holidays will not be accepted.
  - d. Filters shall be delivered by truck with a lift gate and pallet jack.
  - e. Coordination of delivery should take place with maintenance zone supervisor, Larry Harkness.
  
3. Dates:
  - a. January filters need to be fabricated and delivered **as soon as possible**.
  - b. February filters need to be fabricated and delivered by Monday, February 2, 2015.
  - c. March filters need to be fabricated and delivered by Monday, March 2, 2015.

## January Filter Schedule

Location (address)	Size (inches)	Cases (12 filters/case)
Capstone (902 Barnwell St.)	10 x 20 x 1	25
Columbia Hall (918 Barnwell St.)	8 1/2 x 20 x 1	1
Columbia Hall (918 Barnwell St.)	8 1/2 x 26 x 1	1
Columbia Hall (918 Barnwell St.)	8 1/2 x 30 x 1	22
Patterson Hall (1520 Devine @ Bull St.)	8 1/2 x 26 1/2 x 1	12
Patterson Hall (1520 Devine @ Bull St.)	8 1/2 x 32 1/2 x 1	14
Patterson Hall (1520 Devine @ Bull St.)	8 1/2 x 20 x 1	2
Patterson Hall (1520 Devine @ Bull St.)	19 3/4 x 29 x 1	2
Patterson Hall (1520 Devine @ Bull St.)	16 x 20 x 1	1
South Tower (614 Bull St.)	9 1/4 x 43 1/2 x 1	3
South Tower (614 Bull St.)	9 1/4 x 41 3/4 x 1	13
South Tower (614 Bull St.)	8 x 32 x 1	5
Honors (1209 Blossom St.)	8 1/2 x 26 x 1	15
Honors (1209 Blossom St.)	8 1/2 x 30 x 1	21
Honors (1209 Blossom St.)	8 1/2 x 20 x 1	13
Bates House (1423 Whaley St.)	6 1/2 x 36 x 1	1
Bates House (1423 Whaley St.)	9 x 19 x 1	36
Bates House (1423 Whaley St.)	9 x 26 x 1	1
Bates West (1405 Whaley Street)	8 1/4 x 34 x 1	2
Bates West (1405 Whaley Street)	10 3/4 x 44 x 1	1
Bates West (1405 Whaley Street)	16 3/4 x 20 x 1	5
Bates West (1405 Whaley Street)	20 x 20 x 1	1
Bates West (1405 Whaley Street)	20 x 25 x 1	6
Bates West (1405 Whaley Street)	16 x 20 x 1	1
Bates West (1405 Whaley Street)	8 x 37 x 1	1

## February Filter Schedule

Location (address)	Size (inches)	Cases (12 filters/case)
Cliff (1321 Whaley St.)	10 x 22 x 1	2
Cliff (1321 Whaley St.)	20 x 20 x 1	1
Cliff (1321 Whaley St.)	16 3/4 x 20 x 1	9
Roost (147 South Marion St.)	14 x 19 x 1	5
Roost (147 South Marion St.)	9 x 26 x 1	1
South Quad (500 Sumter St.)	24 x 24 x 1	8
Green Quad (1200 Wheat St.)	15 3/4 x 26 3/4 x 1	8
Preston (1323 Greene St.)	8 1/2 x 48 x 1	12
Preston (1323 Greene St.)	8 1/2 x 30 x 1	4
Preston (1323 Greene St.)	8 1/2 x 26 1/2 x 1	1
Preston (1323 Greene St.)	8 1/2 x 36 1/2 x 1	1
Women's Quad (1528 Greene St.)	11 x 30 1/8 x 1	23
Women's Quad (1528 Greene St.)	11 x 24 1/8 x 1	4
Women's Quad (1528 Greene St.)	11 x 54 1/8 x 1	1
Women's Quad (1528 Greene St.)	11 x 48 1/8 x 1	1



**March Filter Schedule**

<b>Location (address)</b>	<b>Size (inches)</b>	<b>Cases (12 filters/case)</b>
East Quad (1400 Blossom St.)	20 x 25 x 1	4
Harper/Elliott (902 Sumter St. access)	8 1/2 x 30 x 1	2
Harper/Elliott (902 Sumter St. access)	8 1/2 x 20 x 1	3
DeSaussure (902 Sumter St. access)	8 1/2 x 30 x 1	2
DeSaussure (902 Sumter St. access)	8 1/2 x 20 x 1	1
Pinkney/Legare (902 Sumter St. access)	18 x 22 x 1	1
Pinkney/Legare (902 Sumter St. access)	20 x 20 x 1	2
Rut/Des Apartment (902 Sumter St access)	16 x 28 x 1	1
Rutledge (902 Sumter St. access)	16 x 25 x 1	1
Rutledge (902 Sumter St. access)	9 x 19 x 1	1
Maxcy (1332 Pendleton St.)	20 x 20 x 1	1
Maxcy (1332 Pendleton St.)	8 1/2 x 48 x 1	6
Maxcy (1332 Pendleton St.)	8 1/2 x 40 x 1	6
Thornwell (1420 Pendleton St.)	15 x 30 x 1	1
Thornwell (1420 Pendleton St.)	20 x 30 x 1	1
Woodrow (1415 Greene St.)	14 x 20 x 1	4
McBryde (1309 Blossom St.)	8 x 32 x 1	8
McBryde (1309 Blossom St.)	8 x 44 x 1	2

**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.)