



**Request for Quotation**

Page One

**THIS IS NOT AN ORDER**

**Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115**

Quotation must be received no later than: <b>5:00 PM</b>	Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:
<b>04   24   2015</b>	<b>Mac Stiles</b>	<b>USC-RFQ-2796-MS</b>	<b>04   10   2015</b>

Questions regarding this solicitation must be received no later than 5:00 PM on April 21, 2015. Answers to vendor questions will be posted to the Purchasing Department's website in an amendment to the solicitation: [purchasing.sc.edu/sa.php](http://purchasing.sc.edu/sa.php)

Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote. Faxed or E-mailed Quotes are acceptable and preferred. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

Vendor Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

FEIN / SSN: \_\_\_\_\_ SC Minority Cert. No.: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Item	Unit	Description of Supplies or Services	Total Price
1	LOT	Furnish & Install Replacement Parts for an Existing Raypak Boiler, per Specifications and Scope of Work	\$
		Quote only as specified. Do not include sales tax.	
		Freight costs should be included in Total Price.	
		Deliveries shall be FOB Destination, freight prepaid.	
		A faxed or e-mailed quote is acceptable.	
		Award to be made to one vendor for all lots.	
		E-mail: mac.stiles@sc.edu	
		Fax: (803) 777-2032	
		Phone: (803) 777-6718	

## TERMS AND CONDITIONS

All amendments to and interpretations of this Request For Quotations 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 solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty days beyond the RFQ deadline.

Award will be made in accordance with 11-35-1550 of the South Carolina Consolidated Procurement Code. Award will be made to one offeror for the all lots. An offer with an incomplete bidding schedule will be disqualified and not considered for award.

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.

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.

Payment will be made in accordance with 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.

## **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 **Tuesday, April 21, 2015 @ 5:00PM**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof 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 this solicitations, that unnecessarily or inappropriately limits full and open competition.

### Information for Submitting Questions

Buyer: Mac Stiles

Solicitation: USC-RFQ-2796-MS

Title: Furnish & Install Replacement Parts for an Existing Raypak Boiler

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

Fax Number: (803)777-2032

## **CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

## **LICENSES, PERMITS, INSURANCE**

All costs for required licenses, permits and insurance shall be borne by the Bidder. During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

## **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

## **WARRANTY – STANDARD (JAN 2006)**

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

## **DEFAULT AND TERMINATION**

The University 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 University will not be liable to the contractor for any amount for supplies or services not accepted, and the contractor will be liable to the University for any and all rights and remedies provided by law. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the University 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. In the event that this contract is terminated or cancelled upon request and for the convenience of the University, it may negotiate reasonable termination costs, if applicable.

### **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.

### **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.

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

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 concerning "protection of human health and the environment." These include, but are not limited to: the Occupational Safety and Health Act, the Environmental Protection Act, and the South Carolina Hazardous Waste Management Act

### **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/>

### **IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015)**

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>. Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

### **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.

### **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 – 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 – 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.

### **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. [11-35-1524(B)(4)]

### **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 YOU 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)]

**PREFERENCES – BID SCHEDULE**

All preferences must be claimed by initialing in the space provided in the bid schedule. 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.

RVP = Resident Vendor Preference

USEP = United States End Product Preference

SCEP = South Carolina End Product Preference

## SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to acquire parts and labor for the rebuild of an existing Raypak brand boiler for USC's Department of Energy Services. Contractors will be required to furnish, deliver, and install new parts, as well as dispose of old parts from the existing boiler.

Prior procurements, projects, solicitations, and awards, as well as internal University policies and campus standards have no effect on this solicitation or the specifications provided herein.

Quote the items indicated in the Bidding Schedule. All items shall be new. Refurbished supplies will not be accepted. Freight costs should be included in the line item costs.

The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered shall be equal in quality and performance. The Offeror should include with its quote supporting product data sufficient for the University to determine acceptability. The University reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. The University shall determine if minor deviations from the listed features are acceptable.

Award will be made to one bidder for the all lots in the bidding schedule. Failure to provide a quote for every lot will result in the rejection of the offer.

Delivery and installation of the replacement parts should begin the approximately the week of June 1, 2015. Exact delivery date and location shall be coordinated with the Department of Energy Services upon award.

## BIDDING SCHEDULE

### Lot 1 – Supplies

Item	Qty	Unit	Description	Unit/Extended Price	RVP	USEP	SCEP
1	1	EA	Raypak Heat Exchanger Assembly Cast Iron Headers No Header Mounted Pump Part #002140F	\$			
2	1	EA	Raypak Burner Tray with Burners Single Pipe Design Part #002098F	\$			
3	1	EA	Raypak Refractory Kit Part #001512F	\$			
4	1	EA	Raypak Refractory Retainer Kit Part #001519F	\$			

**Note 1:** Price must include all freight costs. Do not include sales/use tax with price.

**Note 2:** All preferences must be claimed by initialing in the space provided in the bid schedule. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. Please refer to the preference clauses listed in this solicitation to ensure that you qualify to select the above preferences.

**BIDDING SCHEDULE (continued)**

**Lot 2 – Services**

<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit/Extended Price</b>
5	1	LOT	Installation of Items 1-4 from Lot 1 of the Bidding Schedule, to include Removal and Disposal of Replaced Parts	\$

Resident Contractor Preference			
2% Resident Subcontractor Preference		Number of Subcontractors	
4% Resident Subcontractor Preference		Number of Subcontractors	

**Note:** All preferences must be claimed by initialing in the space provided above. Identify the number of subcontractors to be used in the space provided above, if applicable. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. Please refer to the preference clauses listed in this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following information in a separate document for the subcontractor preferences requested:

- 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.

<b>TOTAL PRICE OF LOTS 1 &amp; 2</b>	\$
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**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.)