



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: 3:00 PM	Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:
06 19 2015	Mac Stiles	USC-RFQ-2833-MS	06 05 2015

Questions regarding this solicitation must be received no later than 3:00 PM on June 16, 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

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 and Services	Total Price (Lot 1 + Lot 2)
1	LOT	Furnish, Deliver, Install, and Maintain Indoor Plants at Koger Center, per Scope of Work and Specifications	\$
		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	

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 to one offeror for the all lots. Award will be made in accordance with 11-35-1550 of the South Carolina Consolidated Procurement Code. 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.

SITE VISIT

A site visit will be held at the following date, time and location. Failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceeding to successfully perform the work without additional expense to the University. 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 & Start Time: **Friday, June 12, 2015 @ 10:00 AM**

Contact Person's Name: Mike Taylor

Contact's Phone Number: (803) 777-9732

Location: Koger Center

Front Entrance Lobby

1031 Greene St

Columbia, SC 29201

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, June 16, 2015 @ 3:00PM**. 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 University 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-2833-MS

Title: Furnish, Deliver, Install, and Maintain Indoor Live Plants at Koger Center

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

Fax Number: (803)777-2032

LICENSES AND PERMITS (JAN 2006)

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.

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 seven (7) days of award.

Minimum requirements are as follows:

- Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.
- 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.

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.

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.

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.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS (JAN 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

MAXIMUM CONTRACT PERIOD – ESTIMATED

Start date: July 1, 2015. End date: June 30, 2020. Dates provided are estimates only. Any resulting contract will begin on the date specified in the purchase order.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD

The effective date of this contract is the first day of the Maximum Contract Period as specified on the purchase order. The initial term of this agreement is twelve (12) months from the effective date. Regardless, this contract expires no later than the last date stated in the Maximum Contract Period of the purchase order.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the University elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

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/>

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.

PREFERENCES – A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES – RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES – RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must – at the time you submit your bid – have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor – at the time you submit your bid – must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder’s total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor’s labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER 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)]

SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. 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.

It is the intent of the University of South Carolina to solicit quotes from qualified vendors to furnish, deliver, and maintain indoor live plants at the Koger Center in accordance with all requirements stated herein.

Specifications

1. All plants will remain the property of the Contractor throughout the life of the contract.
2. All plants shall be inspected for soil moisture levels and replenished as necessary to provide adequate moisture for proper growing requirements, on a weekly or as needed basis.
3. All plants shall be trimmed as often as necessary for good maintenance and continual healthy appearance.
4. Contractor shall remove debris from the soil surface and add soil or mulch as needed.
5. Plants are to be rotated relative to any predominate light source in order to maintain an attractive shape throughout the year. Light meter readings shall be taken as requested if the plants look below standard. The contractor shall, at its own expense, with the University approval, adjust plant types if light meter readings indicate inadequate or excessive amounts of light for the plants specified. Any plant which dies, discolors, or is deemed unacceptable by USC will be replaced at the Contractor's expense.
6. All foliage shall be kept clean and free of dust. The plant leaves will be cleaned with water and/or special cleaning solutions and polished as necessary to keep a healthy shining appearance at all times. Material safety data sheets must be provided for any chemical utilized.
7. All indoor foliage shall be fertilized as necessary throughout the year to maintain vigorous and healthy plants, with fertilizers being supplied by the contractor.
8. All foliage shall be sprayed as often as required to keep plant materials free from insects and pests. The Contractor, as needed, will supply all insecticides and required sprays. All sprays are to be OSHA approved, and safe for indoor use and harmless to humans, carpeting, and interior furnishings. Material safety data sheets must be provided for any chemicals utilized.
9. All plants used for replacements are to be of hand selected, superior quality and guaranteed. Any plants which fail to meet quality standards will be replaced with plants of the original or comparable quality as previously installed. All plants shall be subject to inspection and approval by the University.
10. Contractor is responsible for the repair, replacement and cleaning of any soiled, stained, damaged, surfaces to interior of the Koger Center caused by the plants, plant watering or chemicals utilized and not related to daily operations by USC personnel.
11. Contractor shall have sufficient staff to service this account with certified technicians under the direct supervision of a certified professional.
12. Contractor's staff shall wear a uniform clearly identifying the name of the company.
13. Contractor shall be responsible for the safety and health of all workers on this project and shall comply with all applicable provisions of OSHA.
14. All work shall be performed during hours in a manner so that it does not interfere with the normal routine of the building or endanger property or personnel.

Plant/Planter Specifications

Qty	Size	Height	Description	Location
2	27"	12-14'	Washington Palm underplanted with 8-8" Golden Marbled Pothos	Front Entry
8	8"	Trailing	8-6" Bromeliads-color plants changed out quarterly with new color	
8			Broms	
4	17"	8'	White Birds of Paradise	Front Entry
2	17"	3'	Queen Sago Palms	Front Entry
10	17"	6-7'	Chinese Fan Palms	Side Windows

BIDDING SCHEDULE

Lot 1 – Services

Item	Qty	Unit	Description	Price
1	1	LOT	Furnish, Deliver, and Install Live Indoor Plants, per Specifications	\$

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

Lot 2 – Services

Item	Qty	Unit	Description	Annual Price	Extended Price
2	5	YR	Provide Labor, Materials, and Equipment to Maintain Plants at Koger Center, per Scope of Work	\$	\$

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(s) for each lot provided above. Identify the number of subcontractors to be used in the space(s) 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.

Total Price of Lot 1 and Lot 2	\$
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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.)