



**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**

Quotation must be received <b>No Later Than:</b>	Send quotation to above address Attention of:	Quotation Number:	Date
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Print company name and address:

Please quote your lowest delivered price of the items(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by **NO QUOTE**.
2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. **FAXED QUOTES ACCEPTABLE.** FAX # (803) 777-2032

Federal I.D. or Social Security No. \_\_\_\_\_ SC Minority Certification Number (If Applicable) \_\_\_\_\_

Submitted By (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price

## GENERAL CONDITIONS

**DEFAULT:** 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.

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.

**SC/US PREFERENCE:** In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriate space (s) provided on the face of the quotation form. This preference does not apply to services.

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 or 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 successful 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 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 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.

**Termination:** 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.

**Termination for Convenience:** 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.

**Termination for Cause:** 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: <http://www.sc.edu/hipaa/>

## 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.

**IMPORTANT** – 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.

## **I. Scope Of Solicitation**

ACQUIRE SERVICES (January 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (January 2006): [November 4, 2015- November 5, 2020] Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

It is the intent of the University of South Carolina to solicit proposals from qualified sources of supply to provide and maintain coin operated pool tables for the University of South Carolina Aiken campus in accordance with all requirements stated herein.

**This is a Revenue-Generating Contract.**

## **II. Instructions To Offerors - B. Special Instructions**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-RFQ-26886-DG**

**Title: Provide and Manage Coin Operated Pool Tables and Gaming Devices at USC Aiken Campus**

**Attn.: Dennis Gallman**

**QUESTIONS MAY BE E-MAILED TO: FAXED TO:  
gallmand@mailbox.sc.edu/ 803-777-2032**

## **SCOPE OF PROPOSAL**

The University of South Carolina Aiken requests proposals from qualified, experienced firms to provide and maintain coin operated gaming devices for their Student Activities Center.

One year initial term with the potential to renew for an additional 4 years.

Offeror must have at a minimum 3 years previous experience in providing and maintaining coin operated gaming devices.

## **SCOPE OF WORK**

### **Billiard Tables:**

At its own expense, contractor shall furnish, install, maintain and operate two (2) 3.5' x 7' coin operated pool tables.

Each table will be capable of accepting quarters. Tables shall be in aesthetically pleasing condition and be free of any major dents, scratches or other visible damages. The university shall inspect tables for approval prior to installation.

Contractor shall respond to service calls within (1) business day of initial call.

Contractor shall provide, be responsible for and maintain the following in good playing condition:

- Appropriate balls for play
- Assortment of Billiard sticks
- Rack to house sticks
- Bridges
- Chalk
- Racks
- Brushes

Contractor will also provide and service one (1) change making device that will accept bill denominations of \$1 and \$5.

Contractor will be responsible for maintaining equipment in proper working order to include repair/replacement of sticks and tips, table felt and all table mechanisms including pockets and cushions.

Game rate will be one dollar (\$1.00) per play. Changes in vending rates may be requested, and will only be considered, one time per year and must be done in writing to the Purchasing Officer for the solicitation. Requests must be submitted no later than 30 day of each calendar year of the contract term.

**All Other Gaming Devices:**

At its own expense, contractor shall furnish, install, maintain and operate coin operated gaming devices approved by the university. Devices shall be in aesthetically pleasing condition and be free of any major dents, scratches or other visible damages.

The university shall inspect devices for approval prior to installation.

Contractor shall respond to service calls within one (1) business day of initial call.

Game rates shall be in .25 cent increments depending on the gaming device.

Offeror must state the commission to be paid back to USC Aiken. The University expects no less than 45% of GROSS sales. Commissions shall be paid to the University no later than the 15th of each month on the following month.

Contractor shall pay any and all federal, state and local taxes, license fees and other charges as required (applicable).

No portion of this contract shall be subleased, assigned, transferred or conveyed without written approval from the University of South Carolina.

USC Aiken's representative or selected auditors may annually, or more often if deemed necessary, examine all financial and operational phases of the contractor's services.

Contractor's employees must wear complete and neatly attired uniforms with visible I.D. indicating the company's name.

**USC Aiken Reserves the right to add/delete any Pool Tables and Gaming Devices**

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

Item	Unit of Measure	QTY	Description	PRECENTANGE
1	Lot	1	Quote its Commission as a percentage of the gross revenue generated from the pool tables and various gaming devices	\$ _____

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.

**NOTE:**

**OFFEROR MUST ALSO PROVIDE THE FOLLOWING IN ITS BID RESPONSE:**

- 1) Provide product literature on the pool tables and accessories it plans to furnish if awarded the contract; and
- 2) Provide three (3) or more references of customers it currently furnishes and manages coin-operated pool tables.

#### IV. Information For Offerors To Submit

##### 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.)