

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.

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.

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.

SCOPE OF WORK / SPECIFICATIONS

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

It is the intent of the University of South Carolina to solicit quotes to furnish all labor, materials and equipment to provide fixed audience seating in Coker Room 005 in accordance with all requirements stated herein.

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. 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.

NOTE: *A potential bidder's failure to attend an advertised pre-bid conference will not excuse its 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 State.*

The bidder shall be responsible for visiting the premises thoroughly familiarizing himself/herself with all details of the work, working conditions, and any necessary field measurement to enable him/her to bid on and complete this project in a manner that is acceptable to USC.

SITE VISIT:

Date and Time: Thursday, January 7, 2016 @ 10:00 AM

Location: USC – Coker Building, Room 005
715 Sumter Street
Columbia, SC 29208

Deadline for Questions: Friday, January 8, 2016. 12 noon

SPECIFICATIONS for FIXED AUDIENCE SEATING

PART 1: GENERAL

1.01 Section Includes:

A. Fixed seating for a lecture hall.

1.02 Project Summary:

A. Deliver and install approximately 126 fixed padded and upholstered chairs as specified, floor mounted, with self-lifting seat.

B. All parts and products to be made in the U.S.A.

- C. Schedule: Must meet project schedule (furniture installation week of July 18-22, 2016).

1.03 Description of Work:

- A. Provide all labor, materials, equipment and services to complete the installation of the multiple seating, as indicated on the drawings and as specified herein.
- B. Fabric selected by USC (see section herein). Manufacturer must approve fabric for seat application and must purchase fabric directly for fabrication of seats.

1.04 Performance:

- A. Manufacturer performance shall be demonstrated by providing a list of not less than five (5) installations of similar size that have been in service for a minimum period of five (5) years.
- B. Gray iron shall be of a quality and strength in accordance with ASTM A48-64 for Class 25 gray iron castings.
- C. Wood used in the construction of the arms or end panels shall be hardwood. All veneers used in plywood shall be well seasoned hardwoods.
- D. Molded polyurethane foam shall meet Cal TB-117 Burn Test and ASTM D3574-05.

1.05 Submittals:

- A. Complete Seat Plan: Submit drawings fully describing the seat plan developed from Architects prints of the building. Include details of all chairs, sizes, widths, pitch, anchorage, row & seat numbering scheme, left & right tablet locations, accessibility provisions and accessories.
- B. Full-sized sample of the product must be available for review and approval.
- C. Final finish selections to be approved from manufacturers standard-sized samples – including powder coat, plastic laminate, plastic, wood, and upholstery.
- D. Maintenance instructions and inspection guidelines furnished for each chair model specified.
- E. Manufacturers standard warranty.

1.06 Quality Assurance:

- A. All component parts of the product are to be made under direct control of the manufacturer. Utilize testing and inspection procedures to assure uniform high quality component parts and finished product.
- B. Obtain fabric of a single dye lot for each color and pattern of fabric required except when yardage requirement exceeds maximum dye lot. Multiple dye lots shall be color matched for quality assurance.

1.07 Project Conditions:

- A. Environmental Limitations:
Do not deliver or install seating until spaces are enclosed and weather tight, wet work in spaces is and dry, work above ceilings is complete, and temporary or permanent HVAC

system is complete operating and maintaining ambient temperature and humidity at occupancy levels during the remainder of the construction period.

- B. Field Measurements:
Take field measurements to verify or supplement dimensions indicated on contract drawings prior to manufacturing.

1.08 Project Coordination:

- A. Do not deliver or install seating until space is free of lifts and/or scaffolding used by other trades which may interfere with installation and/or damage seating.
- B. Coordinate requirements needed for proper installation into existing wood tiers.

1.09 Closeout Submittals:

- A. Operations and Maintenance Data: Fixed audience seating to include in operation and maintenance manuals. Include the following:
 - 1. Maintenance of self-rising seat mechanisms, folding tablets, and other operating components.
 - 2. Adjustment of self-rising seat mechanisms to align seats.
 - 3. Methods for maintaining upholstery fabric.
 - 4. Precautions for cleaning materials and methods that could be detrimental to seating finishes and performance.

1.10 Warranty:

- A. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.
- B. Warranty Periods:
 - 1. Structural Components: 15 years.
 - 2. Operating Mechanisms: 15 years.
 - 3. Plastic, Wood and Painted Components, Foam: 5 years.
 - 4. Upholstery Fabric: 1 year.

PART 2: PRODUCT

2.01 Fixed Audience Seating:

- A. Permanent arrangement of fixed audience seating as shown on seating layout drawings.
 - 1. Approved manufacturers subject to compliance with requirements outlined herein.
 - 2. Basis-of-design for fixed audience seating is American Seating - Spirit SQ or comparable product by one of the following:
 - a. American Seating Company
 - b. Irwin Seating Company
 - c. KI, Incorporated

2.02 Operation:

- A. The product must have two independent, fully operative pivot mechanisms for a consistent fold. Pivot mechanisms are gravity lift and may not utilize spring lift or spring assist and require no adjustment or lubrication. The hinge mechanisms must accommodate curved rows from a minimum radius of eight (8) feet thru a maximum to straight rows.
- B. Seat and back will operate together to maintain proper ergonomic angle between the seat and back as the back angle is adjusted. Seat-to-back angle will range from 97 degrees at 16 degree back angle to 100 degrees at 21 degree back angle.

2.03 Construction:

- A. Back: The back is made of a compound curved upholstered inner panel with wrap-around polypropylene outer panel and two wings for attaching the back to the chair standards. The back is to be a minimum of 28" tall. Either a high back or a low back version may be selected by specification. For low back type the back shall be mounted to achieve back heights of 33 ½" above the floor. Back adjusts to four (4) back angles from 13 through 21 degrees. For high back type the back shall be mounted to achieve back heights of 35 ½" above the floor. Back adjusts to three (3) back angles from 16 through 21 degrees. Two back widths accommodate 19", 20", 21", 22", 23" and 24" chairs.
 - 1. Wrap around plastic outer panel is provided with a continuous return flange extending 1 ¼" over the top and around the sides to provide fabric protection and strength. The outer panel is 0.10" molded polypropylene plastic covering the rear, top and over the sides of the back including the back wings and extends below seat level to protect seat cushions. The plastic has a haircell textured surface to provide an attractive mar-resistant appearance and is supplied in the manufacturer's standard colors.
 - 2. Inner structural panel consists of 0.10" minimum thickness 20% talc filled polypropylene injection molded to compound curves with deep web reinforcing. Engineered resin inner panel construction provides freedom from worry of wood fatigue or damage from drying, moisture or aging. Along the lower rear of the panel there shall be four (4) steel threaded inserts for attaching the back to the back wing.
 - 3. The upholstery fabric cover is fastened to the inner panel with staples for a taunt sculpted fit.
 - 4. Padding consists of molded polyurethane foam 2" thick. It shall be non-hardening and non-oxidizing. It shall resist acids, alkalis, oils, greases, soaps, abrasions, moisture, mildew and tearing.
 - 5. Back wings to be 14 gage steel, die cut and formed to attach to the rear of the inner panel using mating steel inserts and two threaded fasteners per back wing.
 - 6. Back attachment to standards is made using two back wings which thru bolt to the standards using black finish smooth head machine screws and mating mini nuts with smooth covers to minimize catching or snagging.
 - 7. It shall be possible to remove the back assembly from the standards without disturbing the standards.
 - 8. The back must withstand a 300 pound vertical load applied downward on one side of the back to the top, 250 pound horizontal load applied forward and backward on the center of the back, 75 pound swinging impact load forward and backward on

the center of the back for 80,000 cycles, 250 pound horizontal load applied forward and backward on each top corner of the back, all without damage to the back or chair. (Each load is applied independently).

- B. Seat: Two seat widths accommodate 19", 20", 21", 22", 23" and 24" chairs. Seat is made of an upholstered, compound curve inner structure with wrap-around polypropylene shell outer panel.
1. The inner structural panel consists of 0.10" thickness compound curved 20%glass reinforced polypropylene with deep web structure. The multi contour inner structure provides comfort of springs without noise and freedom from worry of wood fatigue or damage from drying, moisture or aging.
 2. Wrap around plastic outer panel is provided with a vertical flange extending to the top and around the sides to provide fabric protection and sleek appearance. The outer panel is 0.10" molded polypropylene plastic having a haircell textured surface to provide an attractive mar-resistant appearance and is supplied in the manufacturer's standard colors.
 3. Padding shall consist of molded polyurethane foam pad. It shall be non-hardening and non-oxidizing. It shall resist acids, alkalis, oils, greases, soaps, abrasions, moisture, mildew and tearing. The pad shall be 3" thick at the center under an occupant's pelvis and 1.5" thick at the seat front.
 4. The upholstery cover is fastened to the inner panel with staples for a taunt sleek appearance.
 5. It shall be possible to remove the seat from the standards without disturbing the standards.
 6. Seats can be provided with number plates located centrally near the front edge. Area provided for number plates shall be recessed to prevent wear and abrasion of the plate and eliminate snagging. Attaching of number plates shall be by tamper resistant mechanical fastening.
 7. Seat hinge shall be completely enclosed in seat assembly and shall automatically fold at all times without adjustment. Seat shall fold to ¾ fold for a traditional appearance. The seat must also fold manually to 100% to provide additional clearance when necessary. Hinges consist of an 80 ksi steel axle securely fastened to the standards to prevent disengaging from the standard. Rotation of the seat about hinge pivot shall be on a self lubricating Acetyl spherical bearing requiring no maintenance. The up stop of the seat shall be cushioned to reduce noise.
 8. The seat will withstand a 600 pound vertical load centered 3" from the front edge, bounce 300 pound load applied 2" front of center for 1,000 cycles, 200 pound load applied on front center edge, 200 pound load applied on a front corner edge and seat rise cycled 100,000 times, all without damage to the seat or chair (each test applied separately).
- C. Standards: Standards provide the structural support base for the chairs and must be one piece solid cast iron construction. Standards are to be free of welds, hollow forms or stamped cut shapes. The standard contains anchor points for holding the back, seat and arm rest in accurate and secure positions.
1. Material is ASTM A48-64, Class 25 gray iron which is poured with a sculpted outer

surface. Standards may be furnished floor mounted or riser mounted. The mounting foot or pad will be a smoothed shape without sharp projections.

- a. Floor Mounted: Provided in four versions to fit level through 1:6 floor inclines while maintaining a proper seat height. The foot pad shall measure a minimum of 7" long x 2 5/8" wide. Floor standards shall be securely attached to the floor at not less than two points and shall have no projection to form a stumbling hazard.
- D. Arm Rests: Arm rests for end and middle standards are high density blow molded polyethylene one-piece arm covers. The arm rest secures using molded slots to the standards integrally cast lugs and secures with a concealed steel arm rest clip. The arm rest is available in all standard plastic finish colors. Arms must be capable of withstanding 200 pound horizontal load 2" from the front edge, 250 pounds vertical down load centered on the arm, without damage or excessive distortion (each test applied separately).

E. Fabric:

1. Seat Back:

- a. Manufacturer: Momentum Textiles
- b. Pattern: Prospect
- c. Color: Alfalfa Width: 54"
- d. Contents: 50% Post Industrial Solution Dyed Recycled Nylon, 50% Solution Dyed Nylon
- g. Flame Resistance: CA Bulletin 117-2013
- h. Durability: 500,000 double rubs
- i. Maintenance: WS; Bleach Cleanable (4:1)
- j. Shown Railroaded: Yes
- k. Warranty: Standard Manufacturer's Warranty

2. Seat Pan:

- a. Manufacturer: AUTHENTEC by Architex
- b. Style: Ryder
- c. Color: Orchard Width: 54"
- d. Contents: 100% Polyurethane
- e. Backing: 100% 4 Way Stretch Knit Polyester
- f. Finish: Repel
- g. Fire Codes: CAL TB 117, UFAC Class 1, NFPA 260, BIFMA Class A, MVSS 302, IMO A.652(16) 8.2
- h. Light Fast: Exceeds 400 Hours, Method AATCC16
- i. Durability: Exceeds 300,000 double rubs
- j. Warranty: 5 years

2.04 Finish:

- A. Cast Iron Parts: Cast iron standards shall be provided with a hybrid epoxy powder coat over a primer coat in one of the manufacturer's standard colors. Finish treatment will be done using the described below procedure:
- B. Steel Parts: Chair back wings shall be provided with a hybrid epoxy powder coat in the color black using the following procedure:

1. Pre-final finish cleaning in a 7-stage bonderizing process.
2. Powder coat finishing of parts in an electrostatic system.
 - a. Parts shall be coated with a thermosetting epoxy powder.
 - b. Cured powder coat to have dry film thickness of 1.0 to 2.0 mils.
 - c. Parts shall be high temperature cured in a gas fired convection oven.
 - d. Cured powder coat must pass; ASTM D3363-74 Hardness 2H, ASTM D2794-69 Impact Resistance 120 in-lbs without cracking, ASTM D522-60 Flexibility no cracking or loss of adhesion, ASTM B117-73 Salt Spray 144 hours with no corrosion, ASTM D1654-79a Salt Spray maximum 1/8" creep from scribe line, ASTM D3359-83 Adhesion 5B, ASTM G53-96 Light Resistance 48 hour exposure with no chalking, 75% gloss retention and color change less than 1.5 deltaE CIE and Hoffman Scratch Hardness Tester no substrate appearance with 1,000 gram load.

2.05 Options and Accessories:

- A. End Standard Treatment: Standard aisle treatment is laminate end panel. The following end standard treatments shall be available and furnished as floor mounted.
 1. Laminated end panel treatment is high pressure decorative laminate applied to both sides over a 9 ply hardwood plywood base with radial burnished edges shaped in a contemporary design.
 2. Finish: Formica FK Seagrass Strand 6214-58.
- B. Row and Seat Identification Plates: Plates are clear anodized aluminum of .025" thickness. Size of seat identification plate is 1 11/16" x 7/8". Seat numbers are 36-point, Arial, Helvetica or New Times Roman font style. Size of row identification plate is 2 13/16" by 1 3/4". The row numbers/letters are 125 point, Arial, Helvetica or New Times Roman font style. Characters shall be etch and fill with black baking enamel. Row plates shall be provided with adhesive backing and seat plates provided with two (2) holes for attachment using tamper resistant mechanical fasteners.
- C. ADA Swing Arm: The ADA arm is a cast iron swing arm which raises from its normal position 70 degrees to align with the chair back and allowing easy access to the chair. The arm swivels on a self-lubricating bushing to maintain smooth consistent operation. The arm must support a 200 pound horizontal load and 250 pound vertical load without damage or adverse effect to its operation. Provide 5% of total number of aisle seats with swing arm per International Building Code 2012.
- D. Movable Chairs (non-caster): Provide floor mount style chairs attached to an epoxy powder coated welded steel base assembly allowing single, double and triple chair sections and bases to be moved as a single unit. The base shall anchor to threaded inserts in the floor with two anchors per chair. Provide plugs for inserts when chair(s) are removed. The base shall not protrude beyond the envelope of the unoccupied chair(s).
- E. Tablet Arms, Life Safety Code: The tablet arm shall provide a writing surface and a unique folding action which permits the tablet arm to fold between the occupants of two chairs, out of the way and easily accessible when needed. The tablet arm movement must meet NFPA 101 Life Safety Code.

1. The tablet arm mechanism shall consist of a cast iron tablet arm support securely attached to the tablet arm writing surface, and a tablet arm hinge which will provide for easy tablet arm folding operation. The tablet arm folds by raising 90 degrees to a vertical position then pivots downward 180 degrees, positioning itself alongside the standard just below the arm rest. The tablet arm is held in place in its folded park position by a spring actuated mechanism. The spring tension shall prevail during the first 45 degrees of pivoting motion, starting at the stored position. The remainder of the pivoting cycle shall be free of spring tension making the return to the writing position possible with a quick easy motion, not requiring occupant to bend or reach. The transmission of the spring tension shall be made with nylon cam and cam finger, to minimize noise and insure long wear life.
2. The tablet arm spring and pivot mechanism shall be housed in a finish matching cast iron support which is attached to the middle and end standards using two graded fasteners.
3. The writing surface is horizontal grade (HGS) high pressure decorative laminate for both top and bottom surfaces adhered to a moisture resistant plywood core that is made with no added urea formaldehyde, and finished along the sides with a radial burnished edge. The writing surface is attached to the tablet arm support by no less than six screws.
4. The tablet arm assembly shall be capable of supporting a critical load of at least 200 pound on a point directly in front of the occupant.
5. Provide oversized tablet arm minimum of is 145 square inches.
6. Finish: Formica FK Seagrass Strand 6214-58.

PART 3: INSTALLATION, EXECUTION, AND WORKMANSHIP

3.01 Site Preparation

- A. Preparation of site shall be by the General Contractor. Any deviation of site conditions contrary to approved shop drawings shall be called to the attention of the owner's representative prior to commencing work.

3.02 Delivery

- A. Delivery to the job site shall be coordinated by the seating contractor with the general contractor (or owner.) Proper storage of the product before installation and continued protection during and after the installation shall be the responsibility of the general contractor.

3.03 Installation

- A. Installation shall be by an authorized factory trained installer.
- B. The installation is to be performed in a manner satisfactory to the architect and/or owner.
- C. Installation will be in accordance to the approved seat plan and drawings.
- D. The complete installation of the product as called for, and detailed on the drawings, shall be provided in strict accordance with the drawings and manufacturer's standard specification, instructions and recommendations.

END OF SECTION

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 5 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.

ADDITIONAL SPECIAL CONDITIONS

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.

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)]

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.)

**BID SCHEDULE
For
USC-RFQ-2903-LW**

Services (includes all costs including labor, material & taxes)

Item	Qty	Unit of Measure	Description	Total Price
1	1	job	Labor, material, equipment and services to complete the installation of the fixed audience seating as specified.	\$ _____

Resident Contractor Preference _____

2% Resident Subcontractor Preference _____

4% Resident Subcontractor Preference _____

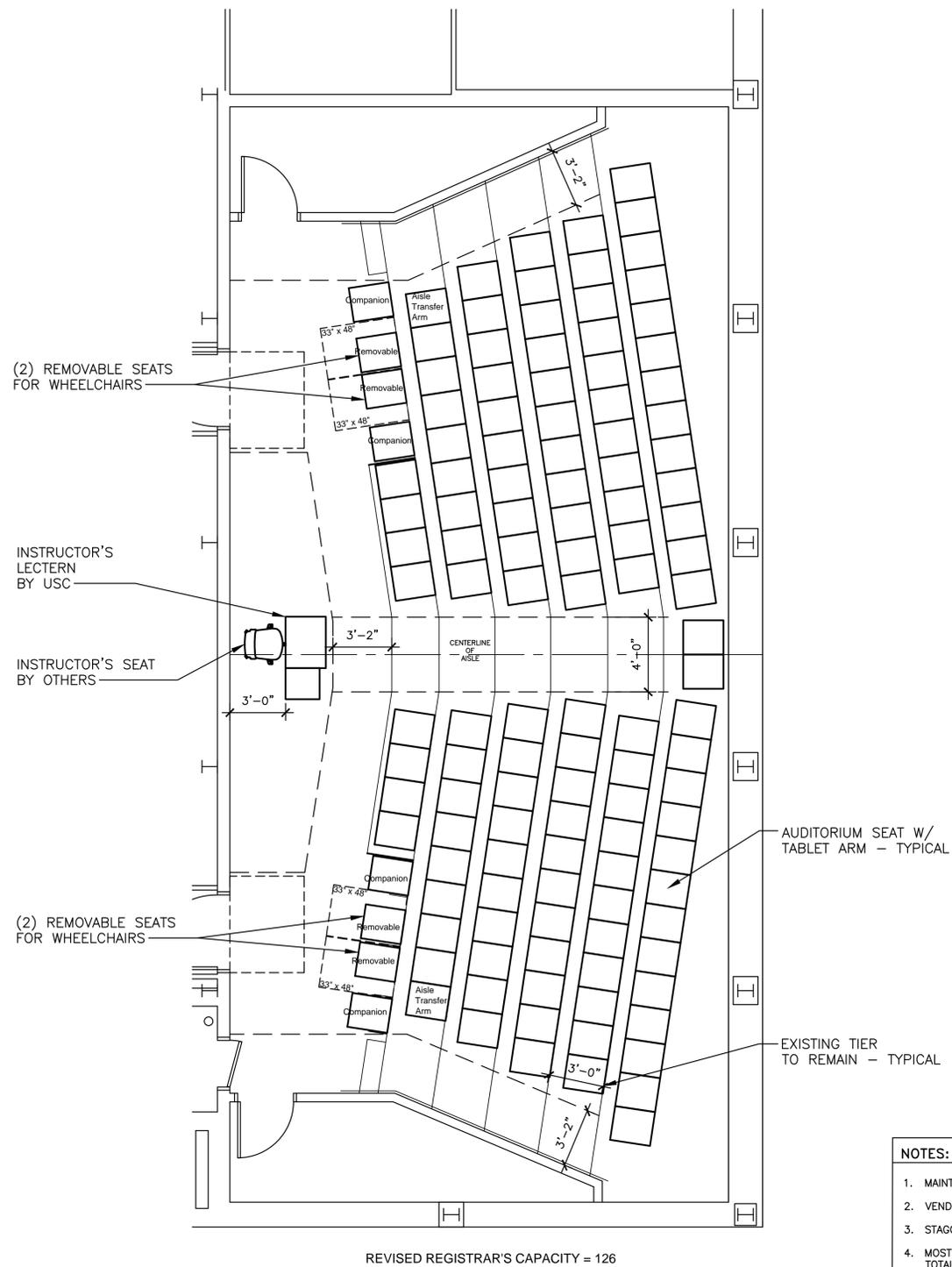
Number of Subcontractors _____

Number of Subcontractors _____

NOTE:

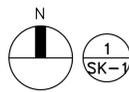
All preferences must be claimed by initialing in the space(s) for each lot provided above. Identify the number of subcontractors to be used in the space(s) provided above, if applicable. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. Please 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.



REVISED REGISTRAR'S CAPACITY = 126

- NOTES:**
1. MAINTAIN AISLES AS SHOWN FOR EGRESS.
 2. VENDOR TO VERIFY EXISTING CONDITIONS.
 3. STAGGER SEATS AS REQUIRED FOR VISIBILITY.
 4. MOST TABLET ARMS TO BE RIGHT HANDED; PROVIDE 12 OF TOTAL SEAT NUMBER AS LEFT HANDED.
 5. ITEMS SHOWN BUT NOT INCLUDED IN AUDITORIUM SEAT BID:
1 INSTRUCTOR'S CHAIR
1 INSTRUCTOR'S LECTERN



FURNITURE AND SEATING PLAN - ROOM 005

SCALE: 1/4" = 1'-0"

PROJECT TITLE: CLASSROOM ENHANCEMENTS 2015
COKER LIFE SCIENCES

University of South Carolina



SHEET:

SK-1

OF

SHEET IN SET:

OF

BUILDING: 100
REV: BIDDING

DRAWING: CP00413092
DATE: 23 FEB 15
DESCRIPTION:

DRAWN BY: MWD
DATE: 27 FEB 15

CHECKED BY: LAC
ORIG. BY: [blank]
DRAWN BY: [blank]

SEAL:

CAMPUS PLANNING AND CONSTRUCTION
COLUMBIA, SC 29208

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