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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 No Later Than: 9:00 AM		Send quotation to above address Attention of: Dennis Gallman	Quotation Number: USC-RFQ-2946-DG	Date 3 25 2016		
4	1	2016				

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
	See Bid Schedule	Provide and Delivery Panasonic or Equal Upright Freezer Model: MDG-U7VC-PA Bid as Specified AWARD WILL BE MADE TO ONE VENDOR Point of Contact: Dennis Gallman/803-777-4115 E-MAIL: gallmand@mailbox.sc.edu FOB Destination Freight Included e-mail address: _____		

GENERAL CONDITIONS

DEFAULT: In case or 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.

NOTE: The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)]

Please refer to the preference clauses listed in the terms and conditions of this solicitation to ensure that you qualify to select the above preferences.

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)]

ADDITIONAL CONDITIONS

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).

SPECIFICATIONS

MDFU76VCPA 20,394.00 10,412.00- 9,982.00 1 EA 9,982.00

VIP ULTRALOW FREEZER UPRIGHT 26 CU.FT.

PANASONIC MODEL or Equal: MDF-U76VC-PA

-86C, 25.7 cu. ft. (728L), Space and Energy Saving V.I.P.® PLUS

Insulated, Upright Ultra Low Temperature Freezer

Specifications:

Settable Temperature Control Range of -50C to -86C

Temperature Uniformity of +/- 5C

Exterior Dimensions(including handle and hinges, and rear components): 42.5#W x 38.4#D x 78.4#H

Interior Dimensions: 34.2#W x 23.6#D x 55.1#H

Power Requirements of 208-230V/60Hz/single phase/15 amp breaker.
(NEMA type 6-15R receptacle)

Net Weight: 770 lbs.

Shipping: 891lbs. 45#W x 41#D x 85#H

Accessories Included:

3 stainless steel shelves (4 compartments)

Set of 2 door keys for door lock

Ice Scraper

Vacuum port cleaning tool

Operator's manual

Warranty:

Five (5) parts & labor on unit and five (5) years total for compressor parts

Options:

LabAlert# Cloud/ App Based Wireless Monitoring System

Model # CVK-UB2I-PW, Liquid CO2 temporary refrigeration backup system

Model # CVK-UB2I-PW, Liquid N2 temporary refrigeration backup system

Model # MTRC954, Circular chart temperature recorder, 7 day rotation, 6# chart

Model # DT2ST, Hamster digital temperature data logger

Model # MDF-7ID-PW, Split Half Inner Door (2 required to make 4 doors)

Model # MDFWCL, Water Cooled Condenser

Model # MTR420MAC 4 to 20 mA Temperature Output

Inventory Racks and Cryostorage Boxes

Extended Warranty

N.I.S.T Calibration

IQ/OQ/PQ Documents, FAT and Complete On-Site Validation

CVKUB2IPW 3,280.00 1,640.00- 1,640.00 1 EA 1,640.00

LIQUID CO2 BACKUP SYSTEM

FIXED RACK FOR 24 X 2 INCH BOXES Standard Racks holds 24 boxes = 6 boxes high x 4 boxes deep.

BID SCHEDULE

Item	Qty	Unit of Measure	Description	Unit price	Price
1	1	each	Provide And Deliver Panasonic or Equal Model MDF-U76VC- PA	\$ _____	\$ _____

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

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)]

Item	Qty	Unit of Measure	Description	Price
2	1	Lot	Shipping	\$ _____

TOTAL (Line items 1-2) \$ _____