



**Request for Quotation**  
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**THIS IS NOT AN ORDER**

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

Quotation must be received no later than: <b>12:00 PM</b>  <b>5   27   2016</b>	Send Quotation to above address at Attention of:  <b>Juaquana Brookins</b>	Solicitation Number:  <b>USC-RFQ-2963-JB</b>	Posting Date:  <b>5   13   2016</b>
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Questions regarding this solicitation must be received no later than 12:00 PM on Thursday, May 19, 2016. Answers to questions will be posted to the Purchasing Department’s website in an amendment to the solicitation: [purchasing.sc.edu](http://purchasing.sc.edu)

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 accepted. This solicitation conforms to Section 11-35-1550 of the SC Consolidated Procurement Code.

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

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

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

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

Item	Qty	Unit	Description of Supplies or Services	Total Price
1	39	EA	Country Club Double Strap Chaise with Arms	\$
			Quote only as specified. Do not include sales tax.	
			Total Price includes freight costs.	
			Award to be made to one vendor for entire lot.	
			Deliveries shall be FOB Destination, freight prepaid.	
			Email Quotes to <a href="mailto:jbrookin@fmc.sc.edu">jbrookin@fmc.sc.edu</a>	

## TERMS AND CONDITIONS

All amendments to and interpretations of this Request for Quotations shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

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

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

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 offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Payment will be made in accordance with 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the

University from loss or damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

### **QUESTIONS FROM OFFERORS**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than **Thursday, May 19, 2016 at 12:00PM**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitations, that unnecessarily or inappropriately limits full and open competition.

#### **Information for Submitting Questions**

Via email only to [jbrookin@fmc.sc.edu](mailto:jbrookin@fmc.sc.edu)

**Subject: USC-RFQ-2963-JB Country Club Double Strap Chaise with Arms**

### **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.

### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venture 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.

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

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

### **SHIPPING / RISK OF LOSS**

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

### **WARRANTY – STANDARD (JAN 2006)**

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

### **DEFAULT AND TERMINATION**

The University may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the University will not be liable to the contractor for any amount for supplies or services not accepted, and the contractor will be liable to the University for any and all rights and remedies provided by law. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the

University reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied. In the event that this contract is terminated or cancelled upon request and for the convenience of the University, it may negotiate reasonable termination costs, if applicable.

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

The University of South Carolina requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state, and local laws, regulations, rules, rulings, and ordinances concerning “protection of human health and the environment.” These include, but are not limited to: the Occupational Safety and Health Act, the Environmental Protection Act, and the South Carolina Hazardous Waste Management Act

#### **HIPAA LAW**

The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sa.sc.edu/shs/hipaa/>

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

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

#### **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

#### **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

## SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to purchase and deliver 39 Country Club Double Strap Chaise with the Arms. Prior projects, procurements, solicitations, awards, and contracts, as well as internal University policies and campus standards, have no effect on this solicitation or the specifications provided herein.

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

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

Delivery shall be made to Strom Thurmond Wellness and Fitness Center, 1000 Blossom Street, Columbia, SC 29201. Contractor shall coordinate delivery with the University 48 hours in advance. Contact information shall be made available after award.

Specifications for the equipment are as follows.

### **Country Club Double Strap Chaise with the Arms**

Quantity: 39 each

- Vinyl Strap Color: Forest Green
- Frame Color: Forest Green
- Width: 27"
- Depth: 79"
- Height: 41"
- Seat Height: 14.5"
- Frame is made with a 1 inch extruded powder coated aluminum that is resistant to chipping, rusting, and peeling
- Frame has welded support braces for added durability
- Safety feature built in to avoid fingers being pinched during head rest adjustments
- Straps are made of 2 inch double wrapped vinyl for added comfort and support

## BIDDING SCHEDULE

Item	Qty	Unit	Description	Total Price
1	39	EA	Country Club Double Strap Chaise with Arms, per specifications.	\$
2	1	EA	Freight	\$
<b>Total for Items 1-2</b>				\$

**Note 1:** Price includes all freight costs. Do not include taxes with price.

**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.)