

Request for Quotation

Page One

THIS IS NOT AN ORDER

Purchasing Department	1600 Hampton Street, Suite 606	Columbia, SC 29208	(803) 777-4115
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Quotation must be received no later than: 3:00 PM	eived no later than: address at Attention of:		Posting Date:			
02 21 2017	Lana Widener	USC-RFQ-3099-LW	02	13	2017	
		er than 10:00 AM on February 17, 201 n amendment to this solicitation: <u>purch</u>			· ·	ns

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. E-mailed Quotes are preferred; faxed quotes

are acceptable. This solicitation conforms to the provisions of S.C. Consolidated Procurement Code Section 11-35-1550.

Vendor Name and Address:			
Address:			
Phone Number:	E-mail:		
FEIN / SSN:	SC Minority Certification #:		
Print Name	Signature:		

Item	Unit	Description of Supplies or Services	Total Price
1	LOT	Furnish and Deliver 750KVA GE Dry-Type Transformer per Bidding Schedule Freight Costs must be included in Total Price	\$
		Award to be made to one vendor for entire lot.	
		Quote only as specified. Do not include sales tax.	
		Deliveries shall be FOB Destination, freight prepaid.	
		Faxed or E-mailed Quotes are acceptable.	
		Buyer: Lana Widener	
		E-mail: llw@sc.edu	
		Fax: (803) 777-2032	
		Phone: (803) 777-7776	

TERMS AND CONDITIONS

All amendments to and interpretations of this Request For Quotation 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 (30) days beyond the RFQ deadline.

Award will be made in accordance with Section 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 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 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 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.

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 **Friday**, **February 17**, **2017** @ **10:00 AM**. 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

Buyer: Lana Widener

Solicitation: USC-RFQ-3099-LW

Title: Furnish and Deliver One New 750KVA GE Dry-Type Substation Transformer

E-mail Address: llw@sc.edu Fax Number: (803)777-2032

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 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.

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.

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 (90) 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 thencurrent 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 VENDOR PREFERENCE (SEP 2009)

To qualify for the RVP, 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 either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

PREFERENCES - SC/US END PRODUCT (SEP 2009)

Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009)

If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1524(B)(4)]

PREFERENCES - BID SCHEDULE

All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

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.

SCOPE OF WORK / SPECIFICATIONS

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the University of South Carolina in its purchase order.

It is the intent of the University of South Carolina to solicit bids to furnish and deliver one (1) new 750 KVA Transformer in accordance with all the requirements stated herein.

Quote the items indicated in the Bidding Schedule. No substitutions. All items shall be new. Refurbished supplies will not be accepted. Freight costs should be included in the line item cost.

Award will be made to one bidder for the entire lot. Incomplete bidding schedules will result in the rejection of the submitted quotation. Bid only as specified.

Delivery shall be made to the address indicated on the purchase order.

Specifications:

1 Dry-Type Substation Transformer 750 KVA

Manufacturer: GE Industrial Systems

DS Low Voltage: 208Y/120 Product: LV KV Bil: Item: Α 10 Phase: 3 C Rise: 150 HZ: K-Factor: N/A 60 Aluminum Conductor: SCR: N/A AA/FFA Class: KVA: 750 High Voltage: 4800 Case ID: **US80** HV KV Bil: 60 Case Type: Indoor

HV Taps: 2A2B 2 1/2%

FEATURES:

- Provisions for future fans-temperature well and fan mounting brackets included
- Standard Factory paint process with epoxy paint-paint color ANSI 61 light gray color
- HV air-filled terminal chamber 18" wide
- LV air-filled terminal chamber 18" wide
- HV bus to end
- LV bus to end
- 5.75% Nominal impedance (+/- 7.5% NEMA tolerance)
- 64 dB sound level-ANSI IEEE Standard
- Vacuum-pressure impregnated (VPI) windings-Polyester resin

DRAWING:

705 KVA Transformer, Typical Dry-Type Substation Transformer Outline, GE Industrial Systems Date Printed: 01/17/2017

MINORITY PARTICIPATION (JAN 2006)

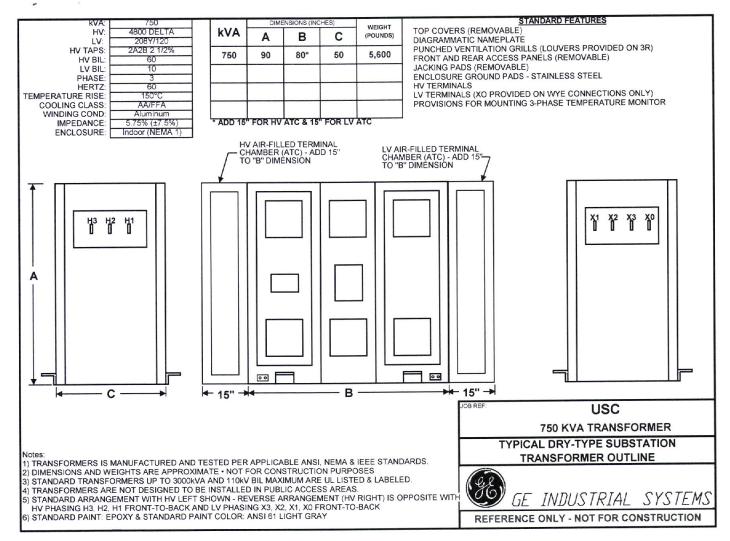
Is the bidder a South Carolina Certified Minority Business? □ Yes □ NO
Is the bidder a Minority Business certified by another governmental entity? □ Yes □ NO
If so, please list the certifying governmental entity:
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? $\ \square$ Yes $\ \square$ NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \square Yes \square 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? \square Yes \square 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.)

BIDDING SCHEDULE

Item	Description / Part Number	Qty	Unit	Unit Price	RVP	USEP	SCEP
1	Dry-Type Substation Transformer 750 KVA, as specified (includes freight)	1	EA	\$			

Product No
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.
Delivery Date (ARO):



Date Printed: 1/17/2017