



Request for Quotation
Page One
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: 5:00 PM 04 17 2017 | Send Quotation to above address at Attention of: Leann Cudd | Solicitation Number: USC-RFQ-3115-LC | Posting Date: 04 04 2016 |
|--|---|--|--|

Questions regarding this solicitation must be received no later than **4/11/2017 @ 10:00 A.M.** Answers to questions will be posted to the Purchasing Department’s website in an amendment to the solicitation: purchasing.sc.edu/sa.php

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. The vendor’s representative per the terms noted must sign all Quotes. 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 | 1 | LOT | Furnish, Deliver, and Install 1” Thick Fiberglass with PVC Jacket as specified. | \$ |
| | | | Award to be made to one contractor. Quote only as specified. Deliveries shall be FOB Destination. Do not include sales tax. | |
| | | | Buyer: Leann Cudd Phone: (803) 777-4115 Fax: (803) 777-2032 E-mail: cudd2@mailbox.sc.edu | |

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 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.

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.

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.

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 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.

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)]

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)]

SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to remove existing aramflex and replace the insulation with 1" thick fiberglass with PVC jacket in McBryde Buildings B, C, & F.

Quote the items indicated in the Bidding Schedule. All items shall be new. Refurbished supplies will not be accepted.

Delivery of equipment shall be made to: McBryde Building B – 1311 Blossom Street Columbia, SC 29208, McBryde Building C – 1313 Blossom Street Columbia, SC 29208, & McBryde Building F – 611 Marion Street Columbia, SC 29208

Specifications for the equipment are as follows:

A. Contractor will remove existing aramflex insulation from the outside of closet to inside of a/c unit (approximately 36 feet) and replace with 1" thick fiberglass with PVC jacket.

B. Remove insulation and replace with new 1" thick fiberglass with PVC jacket in 78 rooms.

C. The following will be provided by University staff:

- Point of contact each day to update schedule (if needed);
- Access to required facilities and rooms; and
- Immediate notification of any schedule changes.

D. Contractor must provide:

- All equipment needed to safely remove and install insulation; and
- Transportation to and between facilities

WORKING HOURS

8:00 am to 4:30 pm

SCHEDULE DATES FOR WORK:

Work to begin week of May 8 and be completed by the first week of June 2017.

CLEAN UP

All areas must be left clean daily. The Contractor shall remove all debris from the site. At the completion site must be clean and approved by USC Housing Representative.

DAMAGE TO STATE PROPERTY

Extreme care shall be exercised to avoid damaging furniture, buildings, or other structures. If any of the above is damaged or destroyed due to negligence of the Contractor, they shall be repaired or replaced at no cost to the University.

SAFETY PRECAUTIONS

The contractor shall be responsible for the safety and health of all workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act.

BIDDING SCHEDULE

| Item | Qty | Unit | Description | Total Price | RVP | USEP | SCEP |
|------|-----|------|--|-------------|-----|------|------|
| 1 | 1 | LOT | Furnish, Deliver, and Install 1” Thick Fiberglass with PVC Jacket As specified. | \$ | | | |

Resident Contractor Preference _____

Resident Subcontractor Preference (2%) _____ Number of Subcontractors _____

Resident Subcontractor Preference (4%) _____ Number of Subcontractors _____

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: _____

Note 1: Do not include taxes with price.

Note 2: All preferences must be claimed by initialing in the space provided in the bid schedule. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed.

PLEASE COMPLETE:

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.)