

Vendor Name and Address: _

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:			Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:	
11:00 05	0 AM 19	2017	Leann Cudd	USC-RFQ-3128-LC	05 08 2017	

Questions regarding this solicitation must be received no later than 5/15/2017 @ 4:00 P.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.

Phone Number:			E-mail:		
FEIN/SSN:			SC Minority Cert. No.:		
Print Naı	me:		Signature:		
Item	Qty	Unit	Description of Supplies or Services	Total Price	
1	1	LOT	Relocation of Dorm Furniture	\$	
			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)]

SITE VISIT

A NON-MANDATORY 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 visits. 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 execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date and Time: Monday, May 15, 2017, 10:00 AM Location: University of South Carolina

East Quad 1500 Wheat Street Columbia, SC 29208

Deadline for Questions: Monday, May 15, 2017 4:00 PM

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.

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 **Monday, May 15, 2017 @ 4:00 PM**. 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: Leann Cudd

Solicitation: USC-RFQ-3128-LC Title: Relocation of Dorm Furniture E-mail Address: cudd2@mailbox.sc.edu

Fax Number: (803)777-2032

SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to relocate dorm furniture for East Quad Residence Hall this will be for student bedroom furniture move as specified below. Quote the items indicated in the Bidding Schedule.

The work for each of the phases of East Quad shall consist of, but is not limited to, the following:

- Temporarily relocate student bedroom furniture within the building according to details below.
- 1. Empty the bedroom furniture from each apartment on the **4th floor** to the 2nd floor student apartment bedrooms. There are 29 apartments and approximately 555 pieces of furniture on the 4th floor. Estimated dates **May 19-21, 2017**.
- 2. Replace the 4th and 5th floor bedroom furniture back into the **4th and 5th floor** student apartments and set up for student use according to provided floor plans. There are 50 apartments together on the 4th and 5th floors and approximately 1246 pieces of furniture on the 4th floor. Estimated dates June 5-9, 2017.
- 3. Empty the bedroom furniture from each apartment on the **3rd floor** to the 5th floor student apartments. There are 28 apartments and approximately 707 pieces of furniture on the 3rd floor. Estimated dates May 22-25, 2017.
- 4. Replace the 3rd floor bedroom furniture back into the **3rd floor** student apartments and set up for student use according to provided floor plans. Estimated dates June 12-15, 2017.
- 5. Empty the 1st and 2nd floor bedroom furniture from each apartment on the **1st and 2nd floors** to the 4th and 5th floor student apartments. There are 72 apartments and approximately 1038 pieces on the 1st and 2nd floors. Estimated dates June 14-16, 2017.
- 6. Replace the 1st and 2nd floor bedroom furniture back into the 1st and 2nd floor student's apartments and set up for student use according to provided floor plans. Estimated dates June 14-16, 2017.

NOTE: Building preparation must include protection of all remaining common area furniture, walls, hallways, stairwells, and all areas which require protection based upon these specifications.

Schedule

Note: It is absolutely critical that this project maintains its schedule.

The building will be vacant of students for the duration of the project. Contractor will have access and may work 24 hours a day.

Work will begin on **Friday May 19, 2017**. The 4th floor will need to be complete by EOD on Monday **May 22, 2017**. Furniture put back start date for the 5th floor is tentatively June 5, 2017.

There will be two additional projects occurring in the building at the same time as this project. Additional schedule coordination will occur prior to commencement, with the Housing Project Manager, Flooring Project Contractor, and other project contractors, to determine areas of work to maximize schedule.

The Contractor will start on the 4th floor first and work down emptying each floor so that the flooring contractors can begin their work on the empty floor. The 4th floor will need to be complete in two (2) days.

The Contractor will be responsible for staffing the specified areas with appropriate staff and on-site supervision to ensure all work is completed on schedule. The Contractor, within their schedule, will identify the number of on-site supervisors and staffing levels required to adhere to the Schedule.

Following substantial completion of each phase, each floor will be turned over to the flooring contractor to complete their contracted work.

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.

BUILDING OCCUPANCY

The resident hall will be vacant of residents while work is scheduled to occur. However, The University reserves the right to schedule other work within the resident halls during the same period.

OSHA COMPLIANCE

Contractor is responsible for OSHA compliance and may be subject to inspections from University Health and Safety officials. The contractor may also be required to submit a safety plan to the University prior to project commencement.

BUILDING ACCESS & SECURITY

Five (2) access cards for each building will be issued to the Contractor for the duration of the project. The access cards will be activated to allow the Contractor to enter the buildings, only during approved working hours designated by the Housing Project Manager. The Contractor will be charged \$75, per card, for all cards not returned upon completion of the project. All access cards and/or red core keys must be signed out by the responsible party.

ATTACHMENTS:

- 1. East Quad Inventory Overview
- East Quad Typical Student Room Furniture Floor Plan ID6.1 (Not to Scale)

University Housing

POLICY FOR USE OF KEYS, ACCESS CARDS, AND BUILDING SECURITY

for Contractors and Vendors

Contractor may not use, distribute, manufacture, duplicate, or possess keys capable of being used in locks in or on real property that the State owns or leases..." unless authorized to do so. The University will refer any person who violates this law to USCPD. The University may recall keys and/or access cards from Contractors and vendors, terminate work, and/or deny future access to residence halls if mismanagement of keys and/or access cards or other building security breaches are observed.

Additionally, individuals who lose keys and/or access cards may be financially responsible for all associated costs required to restore security including lock core changes and re-keying. (Loss of a building master key will result in approximately \$20,000 in lock core change and re-keying costs.)

<u>Each individual Contractor or vendor employee</u> who will obtain and use keys must be authorized by name to do so. Individuals can be authorized on a case-by-case or day-by-day basis by the University Housing Project Manager who has engaged their services, or can be approved in advance by the manager for a specified period of time. The University Housing Project Manager cannot issue keys or access cards to Contractor or vendor employees who are not authorized by a manager to receive them.

Before obtaining any keys and/or access cards from University Housing Project Manager individual Contractor and vendor employees must review, sign, and agree to comply with this policy.

Keys and Access Cards:

- 1. The Contractor or vendors employee must present acceptable photo identification each time keys and/or access cards are obtained from the University Housing Project Manager, (e.g. license, company ID, etc.)
- 2. Keys and/or access cards are issued for short-term use and must be returned to Contractor each day at the end of the work-shift.
- 3. Keys are issued with a key control device that must be worn securely as intended, on a belt.
- 4. Keys issued to Contractors and vendors may not be taken off-campus at any time. Contractors who intend to leave campus for any reason, including meal breaks or to obtain materials and supplies, must return keys to the Construction and Renovations for University Housing office in Patterson Hall before leaving campus.
- 5. The individual Contractor or vendor employee who borrowed and signed for the keys must keep them in his or her possession all times until returning them to the University Housing Project Manager. The individual may not loan keys and/or access cards to others, including co-workers, even for brief periods of time. (If more than one employee requires the use of keys and/or access cards, each employee must visit the Construction and Renovations for University Housing office to sign out their own keys and/or access cards. The same employee who signed keys must return them.)
- 6. Keys and/or access cards may not be duplicated or reproduced.
- 7. Keys and/or access cards and key control devices may not be marked in any manner.
- 8. Individuals who lose a key or access card should search for the missing key or card before leaving the site. Key or card loss must be reported to University Housing Project Manager within 15 minutes of discovering the loss.
- 9. University Housing Project Manager may elect to provide an attendant/escort to accompany Contractors for work in occupied bedrooms, suites, and apartments. On occasions when a

Contractor or vendor is approved to use a master key to enter occupied student spaces on his own, the Contractor or vendor must obtain a signature (on a key slip) from a Housing Project Manager each time the key is issued.

Entering, Exiting, and Securing Our Buildings:

- 10. When entering or exiting the residence halls, vendors and Contractors shall not permit anyone, except his or her co-workers, to enter through a door he or she has opened or unlocked. Do not permit residents, strangers, or University staff to tailgate behind you.
- 11. Entrance doors must be kept secured at all times and may not be propped open, unlocked, unsecured, and unattended. Do not tamper with or disable locks, sirens, or other door security equipment.
- 12. Before entering any residence hall bathroom, bedroom, suite or apartment, knock loudly several times and wait at least 15 seconds for a response. Explain to anyone present who you are and the nature of your business. If no response after three attempts (knock wait knock wait knock wait), proceed to use a key to enter. Always lock the door when you leave.
- 13. Contractors' must check out a key or access card prior to entering any residence hall or. Contractors may not simply show up and ask for admittance.

I have read, understand, and agree to comply with this policy: Employee's Name (Print Last, First) Driver's License Number State Company: Street City State Zip Employee's Office Phone: ()____-Employee's Cell Phone: ()____-Name of Employee's Supervisor: _____ Supervisor's Office Phone: () -Supervisor's Cell Phone: ()____-Date Signature

BIDDING SCHEDULE

Item	Qty	Unit	Description	Total Price	RVP	USEP	SCEP
1	1	LOT	Relocation of Dorm Furniture 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.
Delive	ry 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? \square Yes \square 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? \Box Yes \Box 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? \Box Yes \Box 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? \Box Yes \Box 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.)

Building: East Quad Inventory Overview

PIECES PER FLOOR Desk Desk Mattress 3 Part Bed France Chest Strong Chest									
						Totals per floor:			
5th	67	67	67	67	67	335			
4th	111	111	111	111	111	555			
3rd	101	101	101	101	101	505			
2nd	101	100	100	100	101	502			
1st	48	48	48	48	48	240			

