



UNIVERSITY OF
SOUTH CAROLINA

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: 9:00 AM	Send Quotation to above address at Attention of: Dennis Gallman	Solicitation Number: USC-RFQ-3140-DG	Posting Date: 06 2 2017
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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.

1. 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.
2. Faxed (803) 777-2032 or E-mailed (gallmand@mailbox.sc.edu) Quotes are acceptable and preferred.
3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

Vendor Name			
Vendor Address			
Phone Number		E-mail	
FEIN/SSN		SC Minority Cert No.	
Print Name		Signature	

Item	Unit	Description of Supplies	Total Price
1		Furnish, Deliver and Install Alum. Window Blinds and Solar Shades (SEE BID SCHEDULE AND SPECIFICATIONS)	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax. Dead Line for Questions: 6/9/2017b at 10:00 AM	

Deliveries shall be FOB Destination Freight Included. A faxed or e-mailed quote is acceptable.

Buyer: Dennis Gallman Phone: (803) 777-4115

E-mail: gallman@mailbox.sc.edu

TERMS AND CONDITIONS

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.

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.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code.

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.

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.

DEFAULT

The state 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 state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of 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.

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing

the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

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.

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.

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/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT

The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is

posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

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.

WARRANTY – STANDARD (JAN 2006)

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

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scmd.org/planandprepare/disasters/severe-winter-weather>

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. [07-7B205-1]

CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php> The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

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.)

SECTION 12490
WINDOW TREATMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Window Coverings:
 - 1. Aluminum horizontal mini blinds. (Bali Classics 1 inch or Approved Equal)

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry; blocking.
- B. Section 09260 - Gypsum Board Assemblies; blocking.
- C. Section 09510 - Acoustical Ceilings.
- D. Section 09900 - Paints and Coatings.
- E. Division 16 - Electrical.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM E 21 - Standard Test Method for Elevated Temperature Tension Tests of Metallic Materials.
 - 2. ASTM E 22 - Recommended Practice for Conducting Long Time High Temperature Tension Test of Metallic Materials.
 - 3. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
 - 4. ASTM G 22 - Standard Practice for Determining Resistance of Plastics to Bacteria.
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 70 - National Electrical Code.
 - 2. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.
- C. Underwriters Laboratories Inc. (UL).

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Submit manufacturer's product data sheets, including installation details, styles, material descriptions, profiles, features, finishes and operating instructions.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Mounting details and Installation methods.
 - 4. Typical wiring diagrams if applicable.
- C. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, product details and finishes, installation details, operational clearances, wiring diagrams if applicable, and relationship to adjacent work.
- D. Window Treatment Schedule: Submit a schedule with same room designations indicated on

the Drawings; including but not limited to opening sizes and key to typical mounting details.

- E. Maintenance Data: Submit instructions and precautions for cleaning and maintenance, operating hardware and controls as applicable.
- F. Selection Samples:
 - 1. Frame and Component Finishes: Submit 2 sets of samples, representing manufacturer's standard range of finishes specified for aluminum.
 - 2. Fabric: Submit 2 sets of samples, representing manufacturer's standard range of options for shade cloth.
 - 3. Aluminum Slats: Submit 2 sets of samples, 6 inches long, representing manufacturer's standard range of finishes specified for aluminum slats.
- G. Verification Samples:
 - 1. Frame and Component Finishes: Submit 2 samples, representing actual finishes specified for aluminum.
 - 2. Fabric: Submit 2 samples, representing actual products specified for shade cloth.
 - 3. Aluminum Slats: Submit 2 sets of samples, 6 inches long, representing actual finishes specified for aluminum slats.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Engaged in manufacturing of products of similar type to that specified, with a minimum of 10 years successful experience.
- B. Installer Qualifications: Minimum 2 years successful experience installing similar products.
- C. Single Source Requirements: To the greatest extent possible, provide products specified in this section from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site protected from damage.
- B. Storage: Store materials in clean, dry area indoors in manufacturer's unopened packaging until ready for installation and in accordance with manufacturer's instructions. Store in a clean, dry area, laid flat to prevent sagging and twisting of packaging.
- C. Handling: Protect materials and finish from damage during handling and installation.

1.7 PROJECT CONDITIONS, COORDINATION AND SEQUENCING

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
 - 1. Building shall be enclosed; windows, frames and sills shall be installed and glazed.
 - 2. Wet work shall be complete and dry.
 - 3. Ceilings, window pockets, electrical and mechanical work above window covering shall be complete.
- B. Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.
- C. At pre-installation conference, Contractor must sign University Permit to Work, acknowledging scope of work, and limitations due to hazmat regulations.

1.8 TYPE OF WARRANTY

- A. Warranty:
 - 1. Provide Limited lifetime warranty on all Bali®, Graber® and SWFcontract™ products sold by SWF or by an authorized dealer, other than the products listed below, which have the limited warranty periods as indicated:
 - 2. Exterior solar shade products: Five years

1.9 EXTRA MATERIALS

- A. Attic Stock: Provide 10 extra blinds of primary size used for Owner's replacement stock.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: SWFcontract, which is located at: 7549 Graber Rd.; Middleton, WI 53562-1096 ; Toll Free Tel: 800-327-9798; Email:requestinfo@architectsolutions@swfcontract.com; Web:www.swfcontract.com
- B. Requests for substitutions will be considered only prior to the questions deadline during the bid process. NO substitutions will be accepted after the questions deadline.

2.2 MANUALLY OPERATED SHADING SYSTEMS

- A. Shading Systems: SWFcontract Manual Solar Shades as manufactured by SWFcontract.
- B. Fabric: Flame retardant, fade and stain resistant, anti-microbial.
 - 1. Style: Double-Take T300, 3% Openness.
 - 2. Color Name: Charcoal/Bronze.
 - 3. Color Number: U307.
- C. Components: Fabricate such that shade hangs flat without buckling or distortion.
 - 1. TruePerformance Clutch Systems:
 - a. Clutch System: TruePerformance Clutch System from SWFcontract consisting of fiberglass filled nylon for wear resistance, smooth operation and corrosion resistance. The clutch is comprised Velvetrol internal spring arrangement for a smooth pulling force that locks the shade in any position when operating the control loop. The clutch mechanism is bi-directional and does not require adjustment or lubrication. Clutch to be factory installed in roller tube at manufacturing. Clutch size to be selected by manufacturer based on fabric selection and shade size.
 - 2. Control Loops: Bead stops attached to the chain protect shade from over rotation.
 - a. Materials: Standard, No. 10 stainless steel bead chain.
 - 3. Roller Tubes: Extruded-aluminum tubes engineered with a chamfered channel to accept fabric spline and allow fabric to lay across the tube without adding crease lines. The diameter and wall thickness to be determined by manufacturer based on fabric selection and shade size to provide minimal deflection and optimal performance.
 - 4. Idler Ends: high strength, fiberglass-filled nylon with spring-loaded pin-end technology
 - 5. Lift Assist Systems: Heavy-duty torsion spring located inside the roller tube. The mechanism reduces the pull force allowing easy lifting of larger shades.
 - 6. Spline Systems: Consist of PVC spline heat-welded to the shade fabric and inserted into a channel on the roller tube. Tape and other methods of attachment are not acceptable.
 - 7. Hem Bars: Provide optional fabric wrapped hem bar, to coordinate with shade cloth selection.

- D. Accessories:
1. Fascia Panels: None.

2.3 HORIZONTAL BLINDS

- A. Window Coverings: Bali Classics 1 inch Aluminum Horizontal Mini Blinds as manufactured by SWFcontract.
1. Slats:
 - a. Materials: 5000 series cold-rolled aluminum.
 - b. Nominal Width: 1 inch (25 mm).
 - c. Finish: Polyester baked enamel, with Advanced Finishing Technology (AFT) which delivers anti-static performance to repel dust.
 - d. UL Greenguard Gold certified
 - e. Type: Solid .008 inch (0.20 mm) thick.
 - f. Slat Color Name: Snowcap White.
 - g. Slat Color Number: 386.
 2. Braided Ladders: 100 percent polyester yarn incorporating two extra strength rungs per ladder for slat support.
 - a. Ladder Spacing: 21.5 mm (14.17 slats per foot), standard.
 3. Components:
 - a. Headrail:
 - 1) Size: 1 inches (25 mm) high x 1-1/2 inches (38 mm) wide x .025 inch (0.64 mm) thick.
 - 2) Description: U-shaped steel.
 - 3) Finish: Includes phosphate treatment, a chrome-free sealer, a low HAP urethane primer and a topcoat with low HAP polyester baked enamel.
 - b. Tilters: Injection-molded thermoplastics, incorporates clutch mechanism to prevent damage due to over tilting.
 - c. Tilt Rods: Electro-zinc coated solid steel measuring 1/4 inch (13 mm) square.
 - d. Tilt Wands: Clear polycarbonate with hexagonal cross section measuring approximately 1/4 inch diameter, attached to tilter shaft by means of spring clip.
 - e. Cord Locks: Metal, snap-in design with floating, shaft-type locking pin and crash proof safety feature that locks blind automatically upon release of cord.
 - 1) Operation: Standard.
 - f. Drum and Cradles: Low-friction thermoplastic, provided for each ladder.
 - g. Brackets: Standard, box style.
 - h. Bottomrails: Enclosed tubular shape.
 - 1) Materials: Phosphate-treated steel, finished with a chrome-free sealer.
 - 2) Finish: Low HAP urethane primer and a topcoat of low HAP polyester baked enamel, .025 inch (0.64 mm) thick.
 - 3) Turn Clips: For extruded pocket.

PART 3 EXECUTION

3.1 PREPARATION

- A. Inspect mounting surfaces, blocking for shade brackets or pocket assemblies, suspended acoustical or gypsum ceiling for recessed shades and verify field measurements. Prepare substrates using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.
- C. If preparation is the responsibility of another installer, notify Housing Interior Designer in

writing of deviations from manufacturer's recommended installation tolerances and conditions.

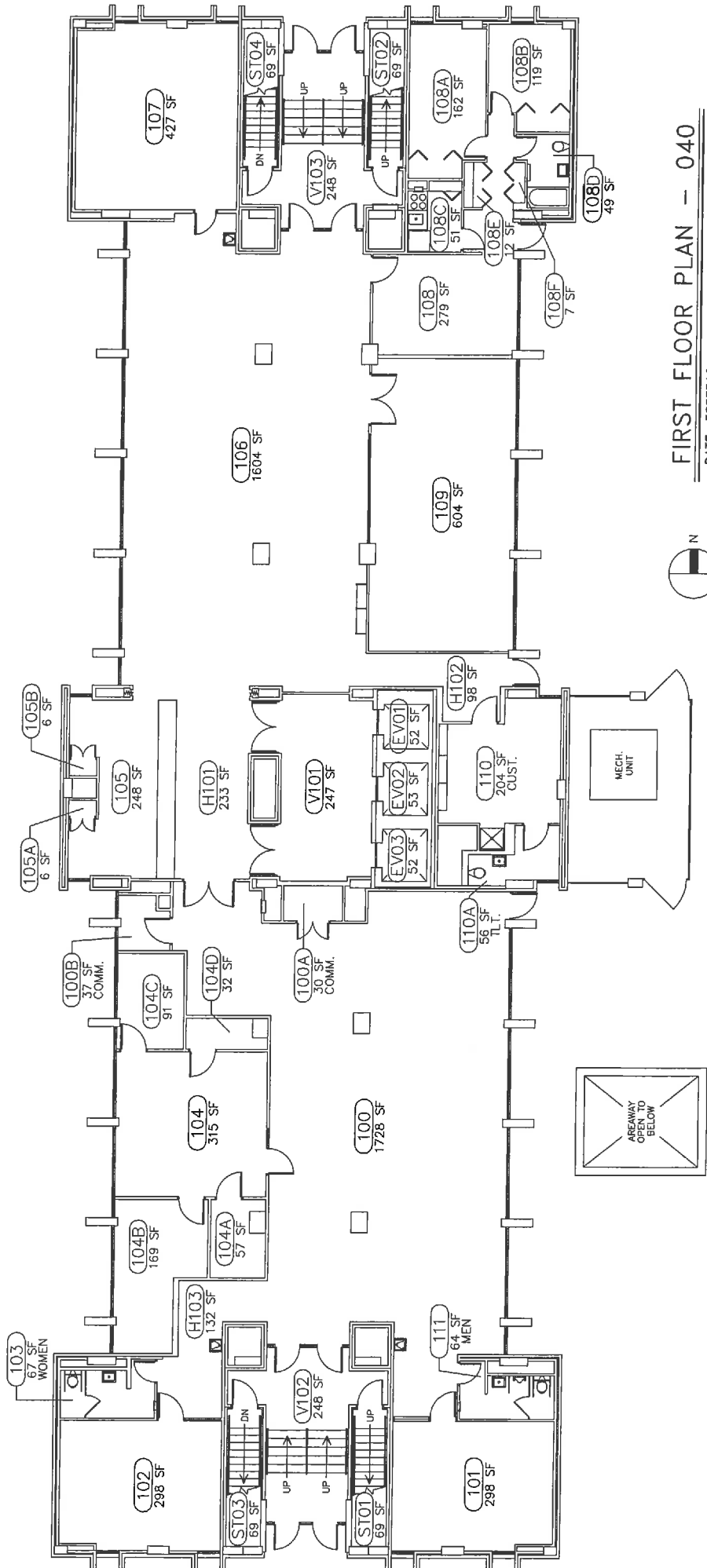
3.2 INSTALLATION

- A. Install window treatments in accordance with manufacturer's instructions including the following.
 - 1. Install with adequate clearance to permit smooth operation of the shades throughout entire operational range.
 - 2. Adjust and balance window coverings to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

3.3 CLEANING AND PROTECTION

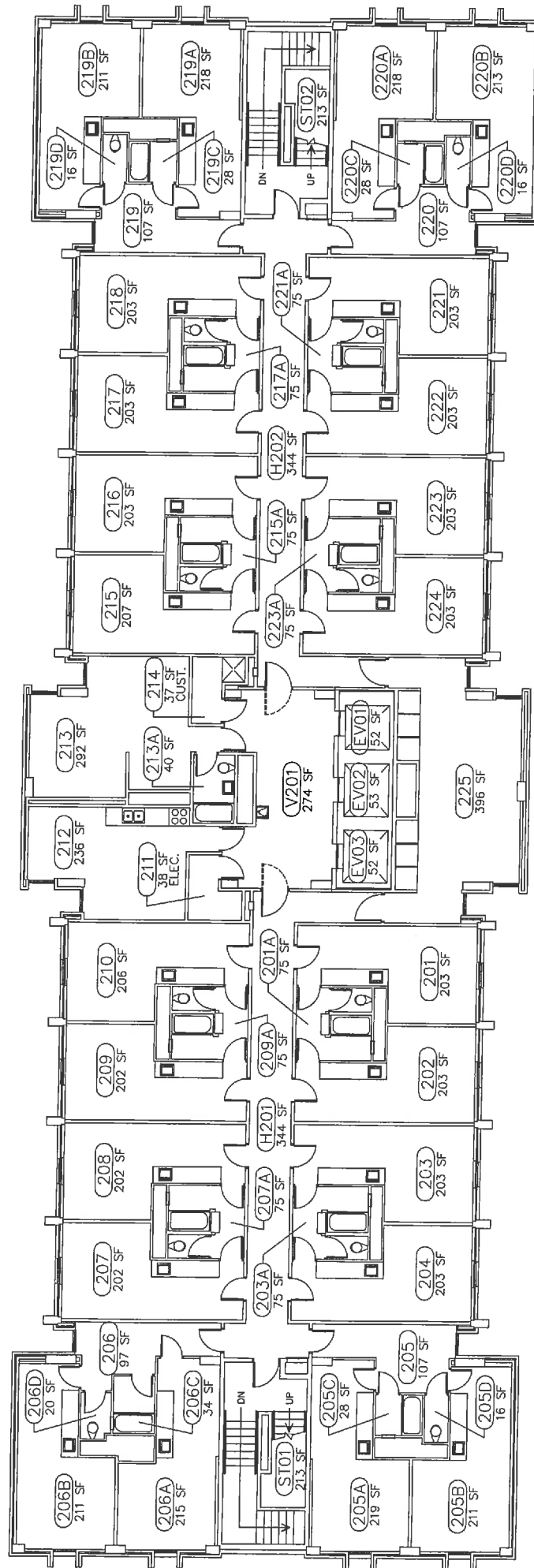
- A. Clean surfaces after installation in accordance with manufacturer's written instructions. Do not use cleaning methods involving heat, bleach, abrasives, or solvents.
- B. Protect installed products until completion of project. Repair damaged or improperly installed before Substantial Completion.

END OF SECTION



FIRST FLOOR PLAN - 040

DATE: 30SEP10



SECOND FLOOR PLAN - 040

DATE: 30SEP10

Columbia Hall Window Treatment**Window Treatment Scope:**

Contractor to remove existing window treatment hardware, and furnish, deliver, and install window treatment for Columbia Hall, as follows, and per Specifications.

Contractor will be required to sign permit to work, after award and prior to installation, and abide by all university policies.

ALL MEASUREMENTS ARE APPROXIMATE, CONTRACTOR TO FIELD VERIFY ALL MEASUREMENTS, PRIOR TO ORDERING, FOR ACCURACY.

LOT 1: SOLAR SHADES**First Floor Per Floor Plans**

1. 128.5" W x 120" L
 - Quantity: 16
2. 31" W x 120" L
 - Quantity: 8
3. 38.5" W x 120" L
 - Quantity: 5
4. 30.5" W x 120" L
 - Quantity: 4

TOTAL FOR SOLAR SHADE FURNISH AND INSTALL _____

LOT 2: 1" HORIZONTAL BLINDS**Second – Eleventh Floor Per Floor Plans**

1. 33" W x 56" L (student rooms)
 - Quantity (whole building): 280
 - Quantity (per floor): 28
2. 33" W x 56" L (common space)
 - Quantity (whole building): 80
 - Quantity (per floor): 8

TOTAL FOR WINDOW BLINDS FURNISH AND INSTALL _____

TOTAL (LOTS 1- 2) \$ _____

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

Note: The commodity 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)]

SITE VISIT – NoN-MANDATORY (JAN 2006): See Site Visit Clause.

SITE VISIT (JAN 2006): A 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 visit. 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 the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: June 8, 2017 at 10:00 AM

Location: University of South Carolina
Columbia Hall
918 Barnwell Street
Columbia, South Carolina 29208

PREFERENCES

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 - 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.

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).