

THIS IS NOT AN ORDER

Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115 Ouotation must be received Send Quotation to above Solicitation Number: Posting Date: address at Attention of: no later than: 2:00 PM 07 25 2017 USC-RFQ-3174KS 07 2017 14

Questions regarding this solicitation must be received no later than 07.21.2017 12:00 Noon. Answers to vendor 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. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote. Faxed or E-mailed Quotes are acceptable and preferred. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

Vendor Name and Address:

Phone Number: _____ E-mail: _____

FEIN / SSN: SC Minority Cert. No. :

Print Name: ______ Signature: _____

Item	Unit	Description of Supplies	Total Price
1	ea	Furniture move as specified below	\$
		Site Visit: 7.20.17 at 10:00am	
		1112 Greene Street, Columbia SC 29208	
		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.	
		A faxed or e-mailed quote is acceptable.	
		Buyer: Kevin Sanders	
		Phone: (803) 777-4115	
		E-mail: ksanders@mailbox.sc.edu	

GENERAL CONDITIONS

DEFAULT: In case or 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.

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.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All services offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 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 contractor 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 quotation, 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 quoter from requirements that it be authorized and/or licensed to do business in 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.

Termination: Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

<u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

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: <u>http://procurement.sc.gov/PS/PS-iran-divestment.phtm</u>. 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: <u>http://www.sa.sc.edu/shs/hipaa/</u>

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

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.

IMPORTANT – Please Note

Vendors, we MUST have your Federal ID # (company) or Social Security # (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.

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 <u>www.procurement.sc.gov/preferences</u>. 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 CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, 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, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

SUBCONTRACTOR SUBSTITUTION PROHIBITED – RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

ADDITIONAL CONDITIONS

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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.

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.

SPECIFICATIONS

LAST UPDATED: JULY 10, 2017

A. Move the Following USC- Collaborative Technology and Academic Support (CTAS) Personnel

From 1112 Greene Street [a.k.a. "THE OLD LAW CENTER"] to the following Three [3] Destination Sites below

1. CAROLINA COLISEUM – Assembly & Blossom – Rooms 3006-C, 3040-3041, 4026, 4026-A, 4034-A, and 4034

Employee Ph# to	Origin Building Move	g Floor	Rm#	SF	Destination Bldg	Dest Rm #	SF	
Allen, JaQuin 777-87	1112 Greene 794	S1	51D	90	Carolina Coliseum	40326F	93.5	
Ayer, Jason 777-32		S1	16	154	Carolina Coliseum	3006C	165	
Black, Vincent 777-33		S1	3	93	Carolina Coliseum	4034A	49	
Crisp, Michelle 777-32	1112 Greene 280	S1	13	164	Carolina Coliseum	3040-41	117	
Frey, David 777-33	1112 Greene 370	S1	11	164	Carolina Coliseum	4034C	48	
Lee, Brett 777-49	1112 Greene 937	S1	51C	120	Carolina Coliseum	4026A	93.5	
McGraw, Keith 777-32		S1	18	155	Carolina Coliseum	3006C	165	
Nickerson, Josl 777-28		S1	3	93	Carolina Coliseum	4034A	49	
Peterson, A 777-02	1112 Greene 281	S1	51B	118	Carolina Coliseum	4026B	93.5	
Wallace, Clark 777-48		S1	51E	179	Carolina Coliseum	4026E	93.5	
Warthen, Matt 777-76		S1	45	201	Carolina Coliseum	4034B	48	
Woodard, Joe 777-34	1112 Greene 104	S1	15	227	Carolina Coliseum	4026D	93.5	
2. 700 College Street [a.k.a. "Pearl Labs"] – Rooms 119, 119-B, 119-C, and 119-D								
Employee Ph# to	Origin Building Move	g Floor	Rm#	SF	Destination Bldg	Dest Rm #	SF	
Fuqua, Roger 777-58	1112 Greene 345	S1	33C	125	700 College-Pearl Lab	119B	366	

Gardner, Will	1112 Greene	S1	33F	49	700 College-Pearl Lab	119D	49
777-34	124						
	1112 Greene	S1	42	52	700 College-Pearl Lab	119D	49
777-38	315						
•	k 1112 Greene	S1	43	52	700 College-Pearl Lab	119D	49
777-64	81						
Morales, Joe	1112 Greene	S1	33E	49	700 College-Pearl Lab	119D	49
777-15	500						
O'Dell, Craig	1112 Greene	S1	33G	50	700 College-Pearl Lab	119	49
777-34	183						
Smith, Scott	1112 Greene	S1	33D	125	700 College-Pearl Lab	119C	178
777-69	904						
Stewart, Dan	1112 Greene	S1	33	49	700 College-Pearl Lab	119D	49
777-89	000						

3. **743 Greene Street [a.k.a. "USC Facilities Center']** – Rooms 02, 02A, 03, 04, 04B, 06, 07, 27, 28B, 28C, 30, 33, 34, 36, and 37.

Employee Ph# to	Origin Building Move	g Floor	Rm#	SF	Destination Bldg	Dest Rm #	SF
Booth, Jon 777-44	1112 Greene 170	S1	27B	154	Fac Ctr - 743 Greene	06	140
Charles, Greg 777-18	1112 Greene 302	S1	27F	92	Fac Ctr - 743 Greene	03	121
Curl, John 777-52		S1	27G	99	Fac Ctr - 743 Greene	4B	144
DuBose, Tom 777-38	1112 Greene 313	S1	28B	211	Fac Ctr - 743 Greene	07	143
Duvall, Barry 777-12	1112 Greene 104	S1	9	167	Fac Ctr - 743 Greene	36	147
Hostilo, Jeff 777-34		S1	27C	164	Fac Ctr - 743 Greene	37	368
Jenkins, Bryan 777-28	1112 Greene 397	S1	27A	155	Fac Ctr - 743 Greene	2A	138

Lowery, Angie 1112 Greene 777-0787	S1	1	102	Fac Ctr - 743 Greene	34	116
Maldonado,C 1112 Greene 777-3998	S1	271	138	Fac Ctr - 743 Greene	04	155
Maloney, Karen 1112 Greene 777-1790	S1	8	172	Fac Ctr - 743 Greene	30	116
Redfern, Daniel 1112 Greene 777-9050	S1	27J	165	Fac Ctr - 743 Greene	02	129
Thompson, Val 1112 Greene 777-0600	S1	27K	79	Fac Ctr - 743 Greene	28C	124
Warren, Bill 1112 Greene 777-6291	S1	27H	111	Fac Ctr - 743 Greene	33	130
Weathers, Greg 1112 Greene 777-3486	S1	27D	89	Fac Ctr - 743 Greene	28B	142
Wingate, Mike 1112 Greene 777-3432	S1	10	165	Fac Ctr - 743 Greene	27	95

B. Move the USC- Collaborative Technology and Academic Support (CTAS) – Furniture, Furnishings & Equipment

1. CAROLINA COLISEUM – Assembly & Blossom

Employee Ph# to	Origin Building Move	g Floor	Rm#	SF	Destination Bldg	Dest Rm #	SF
Audio Storage N/A	1112 Greene	S1	44A	93	Carolina Coliseum	4034	N/A
AV Proj Stor 3 N/A	1112 Greene	S1	50B	221	Carolina Coliseum	3040-41	117
DE Storage N/A	1112 Greene	S1	49A	65	Carolina Coliseum	4034	N/A
Disk/Tape Stor N/A	1112 Greene	S1	55	152	Carolina Coliseum	4034A	N/A
Master Contro 777-28		S1	50	708	Carolina Coliseum	4034	N/A

Photo Studio N/A	1112 Greene	S1	23E	375	Carolina Coliseum	4034	N/A
Ph Copy Rm. N/A	1112 Greene	S1	19	135	Carolina Coliseum	3006C	165
Photogr Stor N/A	1112 Greene	S1	17	53	Carolina Coliseum	3006C	165
Prod'n Library N/A	1112 Greene	S1	20	100	Carolina Coliseum	4034	N/A
Prod'n Storage N/A	1112 Greene	S1	22	96	Carolina Coliseum	4034	N/A
TV Studio N/A	1112 Greene	S1	48	2190	Carolina Coliseum	4034	N/A
2. 700 Co	llege Street [a.k	.a. "Pea	rl Labs"]			
AV Proj Stor 1 N/A	1112 Greene	S1	54	168	700 College-Pearl Lab	119	2448
AV Proj Stor 2 N/A	1112 Greene	S1	53	367	700 College-Pearl Lab	119	2448
AV Proj Stor 4 N/A	1112 Greene	S1	28A	389	700 College-Pearl Lab	119	2448
AV Proj Stor 5 N/A	1112 Greene	S2	S102	1713	700 College-Pearl Lab	119	2448
AV Proj Stor 6 N/A	1112 Greene	S2	S104	525	700 College-Pearl Lab	119	2448
AV Shop N/A	1112 Greene	S1	33	1652	700 College-Pearl Lab	119	1431
AV Stock Stor N/A	1112 Greene	S1	32	140	700 College-Pearl Lab	119	2448
AV Tool Room N/A	1112 Greene	S1	33A	165	700 College-Pearl Lab	119A	178
2 742 ~	aana Straat [a						

3. 743 Greene Street [a.k.a. "USC Facilities Center'] –

AV Design Stor N/A	1112 Greene	S1	27E	54	Fac Ctr - 743 Greene	28A	64
AV War Room N/A	1112 Greene	S1	27	1076	Fac Ctr - 743 Greene	28	271
Copy Room N/A	1112 Greene	S1	44C	118	Fac Ctr - 743 Greene	29	85
Large Conf. Rm 777-87		S1	31	525	Fac Ctr - 743 Greene	4A	791
Plotter Room N/A	1112 Greene	S1	27	1076	Fac Ctr - 743 Greene	1B	92

NOTE: SEE DRAWINGS ATTACHED

BID SCHEDULE

Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	Each	Job	Move furniture as specified above		

Resident Contractor Preference	
Resident Sub-Contractor Preference (2%)	 Number of Sub-Contractors
Resident Sub-Contractor Preference (4%)	 Number of Sub-Contractors

<u>Note</u>: The service 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)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:

3) Bidder's factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement.

MINORITY PARTICIPATION (JAN 2006):

Is the bidder a South Carolina Certified Minority Business? \Box Yes \Box 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?

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?

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <u>http://www.govoepp.state.sc.us/osmba</u>