



UNIVERSITY OF
SOUTH CAROLINA

Request for Quotation

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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-3283-DG	Posting Date: 4 24 2018
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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 Fitness Equipment	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax.	

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

Buyer: Dennis Gallman Phone: (803) 777-4115 E-mail: gallmand@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 or 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.

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.scemd.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.)

**Attachments:
Specifications**

University of South Carolina Fitness Equipment Specifications
Furnish, Deliver, and Install as Specified.

LOT A:

Item 0001: HAMMER STRENGTH ISO-LATERAL DECLINE PRESS

Dimensions: Machine Weight: 315 lbs. Starting Resistance: 6 lbs. Size: in. = 51L x 54W x 68H

Description:

- > Two movement move independently around non-breakable ductile iron castings
- > Movement arm path of motion causes adduction of the arms to maximize efficiency of pectoralis work; Iso-Lateral motion allows for equal strength development
- > Seat belt provides extra stabilization
- > Standard weight horns – 6

ITEM 0002: HAMMER STRENGTH ISO-LATERAL INCLINE PRESS

Dimensions: Machine Weight: 325 lbs Starting Resistance: 8 lbs

Size: in. = 39L x 52W x 75H

Description:

- > Two movement arms move independently around non-breakable ductile iron castings
- > Movement arms converge through the motion, effectively working the pecs and deltoids
- > U.S. Patent No. 5,181,896 covers the unique features of this machine
- > Choose either horizontal or vertical hand grip position
- > Starting resistance – 8 lbs
- > Optional counter balance
- > Standard weight horns – 6

ITEM 0003: HAMMER STRENGTH ISO-LATERAL ROWING

Dimensions: Machine Weight: 280 lbs Starting Resistance: 12 lbs

Size: in. = 59L x 50W x 51H

Description:

From a seated position, two independent movement arms move and abduct to work the latisimus dorsi and several other muscle groups

- > U.S. Patent No. 5,135,449 covers the unique features of this machine

ITEM 0004: HAMMER STRENGTH ISO-LATERAL FRONT LAT PULLDOWN

Dimensions: Machine Weight: 315 lbs Starting Resistance: 1 lb

Size: in. = 65L x 41W x 80H

Description:

Two arms rotate and move independently around non-breakable ductile iron castings

- > Movement arms rotate back, up and out offering a unique upper back training
- > Underhand grip ensures natural path of motion ideal for training the Latissimus Dorsi
- > Additional handle provides user stabilization during one-arm exercises
- > Standard weight horns – 6

ITEM 0005: HAMMER STRENGTH ISO-LATERAL SHOULDER PRESS

Dimensions: Machine Weight: 350 lbs Starting Resistance: 10 lbs

Size: in. = 51L x 58W x 74H

Description:

- > Enables each arm to work independently with the workarms of the machine extending and adducting simultaneously for optimal deltoid training
- > The seat is angled back to minimize lumbar compression
- > Optional counter balance
- > Standard weight horns – 6

ITEM 0006: HAMMER STRENGTH SEATED BICEPS

Dimensions: Machine Weight: 225 lbs Starting Resistance: 4 lbs

Size: in. = 50L x 46W x 53H

Description:

- > Easily adjustable seat pad
- > Utilizes a cam to adjust resistance profile

ITEM 0007: HAMMER STRENGTH SEATED CALF RAISE

Dimensions: Machine Weight: 200 lbs Starting Resistance: 60 lbs

Size: in. = 50L x 30W x 55H

Description: Seat pivots to allow user to use his/her own bodyweight

- > Foot platform is angled in two planes to allow for natural foot movement
- > Range-of-motion release conveniently located in front of the user

ITEM 0008: HAMMER STRENGTH LINEAR HACK PRESS

Dimensions: Machine Weight: 410 lbs Starting Resistance: 60 lbs

Size: in. = 80L x 62W x 49H

Description:

- > Modern design of a traditional Hack Squat
- > Minimizes spinal compression by loading the resistance through the hips
- > Footboard position reduces force to the knees
- > Design is ideal for calf training
- > Standard weight horns – 2

ITEM 0009: Replacement Upholstery Pads

Dimensions: Varied

Description: At least each of the following- 1 HAMMER Pad, 15 X 7-3/4 X 2-3/4 Black. 2 HAMMER Pad, 8 X 4 X 2-3/4 Black. (two sets) 3 HAMMER Pad, 15 X 7-3/4 X 2-3/4 Black. 4 HAMMER SELECT SHARED Pad, 7 X 11-1/4 Black. (two sets) 5 HAMMER SELECT SHARED Pad, 7 X 11-1/4 Black. 6 MTS Pad, 9 X 6-1/2 X 2-7/8 Black. (two sets) 7 HAMMER SELECT SHARED Pad, Back 32-1/2 X 11-1/4 Black. 8 HAMMER SELECT SHARED Pad, Back 32-1/2 X 11-1/4 Black. 9 HAMMER SELECT SHARED Pad, Saddle Black. 10. HAMMER SELECT SHARED Pad, Back 32-1/2 X 11-1/4 Black. 11 HAMMER SELECT SHARED Pad, Saddle Black. 12 HAMMER SELECT SHARED Pad, Saddle Black. 13 ISO LATERAL. 14 UNASSIGNED. 15 UNASSIGNED. 16 UNASSIGNED. 17 UNASSIGNED.

ITEM 0010: Trade-in of the current Hoist Plate-Loaded machines

Dimensions: varied

Description: Five current machines will be extracted from the fitness center.

VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

LOT A:

Bid Only as Specified

LINE ITEM	COMMODITY/SERVICE DESC	QTY	U/M	MFG	MODEL	UNIT PRICE	EXTENDED PRICE
0001	HAMMER STRENGTH ISO-LATERAL DECLINE PRESS - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-DCP		
0002	HAMMER STRENGTH ISO-LATERAL INCLINE PRESS - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-IP		
0003	HAMMER STRENGTH ISO-LATERAL FRONT LAT PULLDOWN - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-PD		
0004	HAMMER STRENGTH ISO-LATERAL ROWING - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-ROW		
0005	HAMMER STRENGTH ISO-LATERAL SHOULDER PRESS - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-SP		
0006	HAMMER STRENGTH PLATE LOADED SEATED BICEP - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-BI		
0007	HAMMER STRENGTH PLATE LOADED SEATED CALF RAISE - Platinum Frame/Platinum WorkArm/Black Uph/English	1	Each	Life Fitness	IL-CALF		
0008	PLATE LOADED LINEAR HACK SQUAT - Platinum Frame/Black Uph/English	1	Each	Life Fitness	IL-LHS		
0009	Additional upholstery pads for each machine (17 total replacement pads)	1	lot	Life Fitness			
0010	Trade in of current Plate Loaded machines	1	lot				
0011							
0012							
0013							
0014	Freight	1	Lot				
0015	Installation	1	Lot				
TOTAL ACCUMULATIVE PRICE LOT A							\$