



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: <b>9:00 AM</b>	Send Quotation to above address at Attention of:  <b>Dennis Gallman</b>	Solicitation Number:  <b>USC-RFQ-3299-DG</b>	Posting Date:  <b>5 9 2018</b>
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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.

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

Item	Unit	Description of Supplies	Total Price
1		Provide all Labor and Materials to provide wall repairs and painting services for USC Beaufort, Arts Classroom	\$
		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: 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.

### **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/disastcrs/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]

**Provide all Labor and Materials for Painting Classrooms at USC Beaufort Center for the Arts**

**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.

**Site Visit:**

May 16 @ 11:30am  
University of South Carolina Beaufort  
Center for the Arts Lobby  
801 Carteret Street  
Beaufort, SC 29902  
Point of Contact: Abby Vaughn  
Phone: 843-208-8137  
E-mail: moonena@uscb.edu

**QUESTIONS MUST BE RECEIVED BY: May 16, 2018 at 5:00 PM**

**Scope of Solicitation**

The University of South Carolina Beaufort (USCB) is interested in soliciting services from qualified, experienced Contractors to provide wall repairs and painting services to paint classrooms on the first and second floor of the Center for the Arts Classroom wing on the Beaufort Campus.

**Scope of Work**

This work will consist of the removal and disposal of the existing blackboards; removal, cleaning and reinstallation of the exiting acoustical panels; repairs to damaged wall board and the painting of the wall surfaces as shown on the attached First Floor and Second Floor Painting Plans in accordance with Painting Specification 09900 also attached.

Painting and repairs are limited to Classroom 100, 101, 103, 202, 204 and 206. Work also includes the removal and disposal of an existing blackboard and repairs to any damaged masonry wall behind the blackboard of an existing blackboard located in Classroom 101 of the Marine Science Building.

Pre-construction Meeting: Upon acceptance of the proposal and execution of the contract the contractor shall schedule and host a pre-construction meeting at a location on the Beaufort Campus where they will present their plan of action and schedule.

Submittals: Contractor shall initiate the submission of the required submittals for approval.

Mobilize to Site: After review and approval of the required submittals and the contractor's implementation plan and schedule the contractor shall mobilize to the site.

Existing Blackboards: Contractor shall remove and dispose of the existing designated blackboards and repair any damaged wall board behind the blackboard.

Acoustical Panels (CFA Only): Contractor shall remove the existing acoustical panels and repair any damaged wall board behind the acoustical panels. After painting is complete the contractor shall clean the existing panels and reinstall them in the same location they were in before the walls were painted.

Paint Walls: After completing all walls repairs, paint the walls, window frames and window sills, and door frames in accordance with the following paint schedule:

Classroom	Wall Surfaces To Be Painted
100	1, 2, 3, & 4
101	1, 2, & 4
103	1, 2, & 4
202	1, 2, 3, & 4
204	1, 2, & 4
206	1, 2, 3, & 4

Only painting required in the Marine Science Building will be where the existing blackboard is replaced in room MSCB 101.

See attached Specification Section 09900-Paint for specifications and application requirements.

Clean-up and De-Mobilize: All work shall be accomplished in a neat workman like manner. Upon completion of the work the contractor shall remove all equipment from the site and shall clean, repair, and repaint any areas damaged during construction.

Contractors Assumptions:

1. Water and power provided by USCB.
2. Location for Contractor's storage, dumpster if required, and parking will be coordinated with and approved by the USCB Project Manager.

All work will be scheduled and coordinated with the USCB project manager and must comply with all of applicable building codes and authorities having jurisdiction.

Contractor shall take all reasonable means to coordinate and schedule work so as not to disturb or interrupt the normal hours of educational or administrative activities.

Contractor shall take all necessary and reasonable precautions to prevent injury to building occupants.

Fraternization between contractor's employees and USCB students, faculty or staff is prohibited.

Contractor's employees must adhere to USCB policy for a drug free and smoke-free/tobacco free workplace.

Contractor must sign Contractor Key Receipt/Return before keys are issued.

Contractor must notify USCB immediately upon discovery of suspect material such as those that might contain asbestos, lead paint or other hazardous materials.

Contractor parking and material and equipment staging areas shall be established by the USCB Project Manager.

Use of USCB toilet facilities will be limited to the facilities designated by the USCB Project Manager.

Contractor is responsible for removal of all debris and clean-up of all areas of construction. Contractor shall make provisions to protect the landscape and hardscape on campus. Any damage to existing landscaping (including lawn areas) and hardscape will be remedied at the Contractor's expense.

Invoicing and Payment: Contractor shall submit monthly pay request based on an agreed to schedule of values based on the Contractors proposed cost and will be paid on a percent completed basis with 3.5% retainage held until project completion. Lien waivers shall be submitted with pay request.

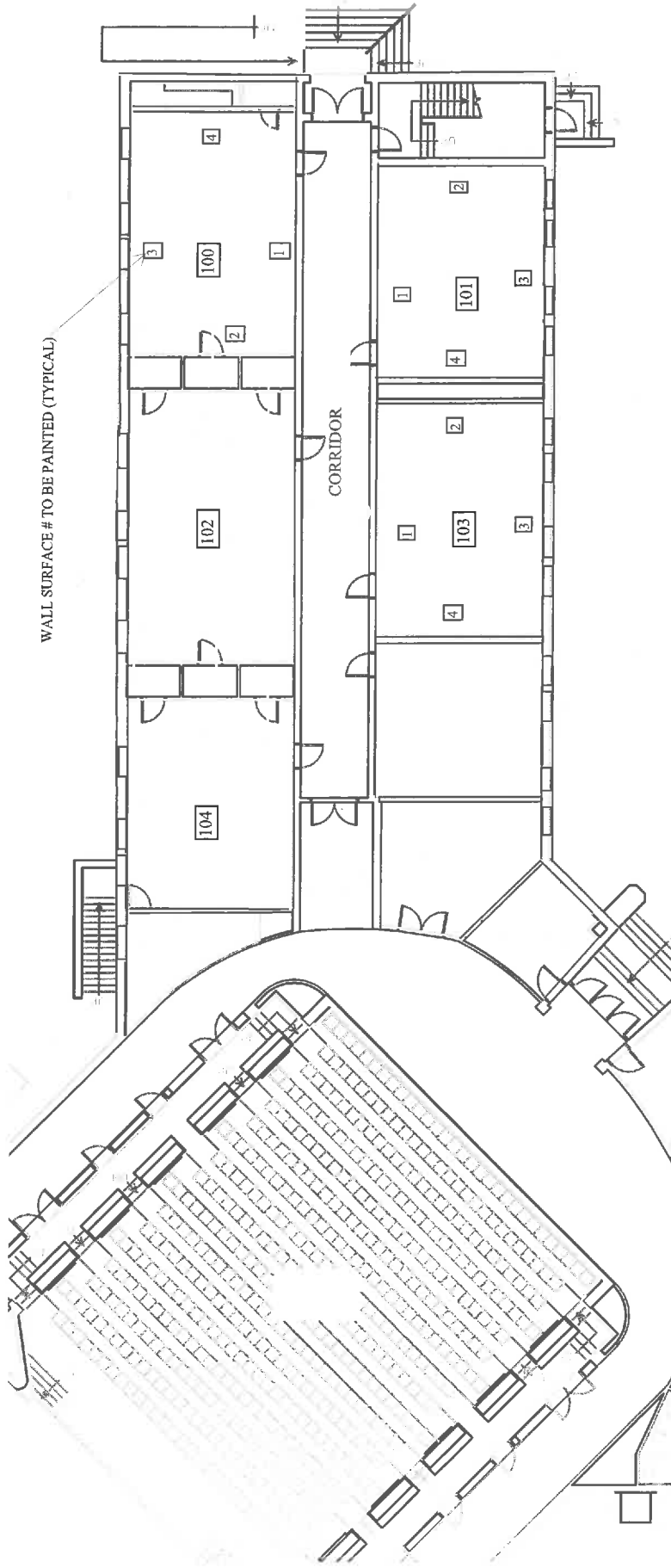
Insurance: Contractor shall submit proof of insurance as follows:

Workmen's Comp	Statutory Limits	
Commercial General Liability	Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Automobile		\$1,000,000



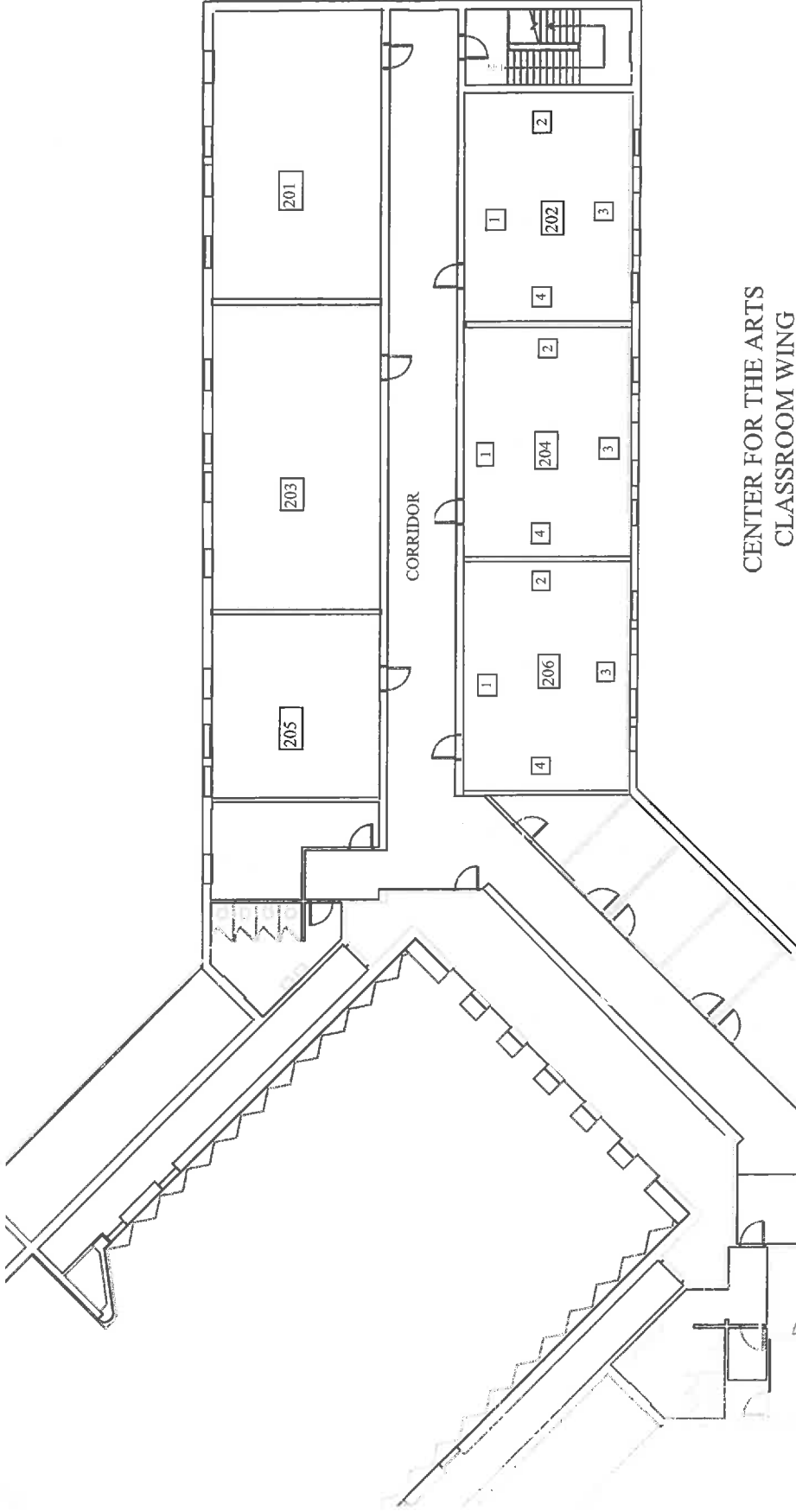
**Appendices to Scope of Work**

1. Drawings:
  - a. First Floor Painting Plan SK-1
  - b. Second Floor Painting Plan SK-2
2. Specification Section 09900 Painting



CENTER FOR THE ARTS  
 CLASSROOM WING  
 FIRST FLOOR PAINTING PLAN  
 NOT TO SCALE

DWG SK-1



CENTER FOR THE ARTS  
CLASSROOM WING  
SECOND FLOOR PAINTING PLAN  
NOT TO SCALE

DWG SK-2

## SECTION 09900

### PAINING

#### PART 1 – GENERAL

##### 1.01 SUMMARY

A. Provide the following:

1. Painting and surface preparation for interior surfaces as scheduled.
2. Repainting and surface preparation at areas of remodeling.

##### 1.02 SUBMITTALS

A. Submit for approval samples, product data.

##### 1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Regulations: Compliance with VOC and environmental regulations.

#### PART 2 – PRODUCTS

##### 2.01 MATERIALS

- A. Manufacturers: Devoe & Reynolds, Glidden Co., Benjamin Moore, Pratt and Lambert, Sherwin Williams or approved equal. Multicolor finishes by Polomyx, Zolatone or approved equal. Firstline commercial quality products for all coating systems.

#### PART 3 – EXECUTION

##### 3.01 INSTALLATION

- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
- B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.

- C. At existing areas to be repainted, remove blistered or peeling paint to sound substrates. Remove chalk deposits and mildew and wash all surfaces with mild detergent. Perform related minor preparation including caulk and glazing compounds. Spot prime bare areas before priming and painting as specified.
  
- D. Match existing walls and ceilings for color, texture, and pattern. Re-coat or remove and replace work which does not match or shows loss of adhesion. Clean up, touch up and protect work.

#### INTERIOR PAINT SCHEDULE

Gypsum Drywall Walls! [Flat] [Semi] [High] Gloss! 1 coat latex primer  
[1] [2] coats [latex] [alkyd] finish. Color to match existing walls.

Gypsum Drywall Ceilings! [Flat] [Semi] [High] Gloss! 1 coat latex primer  
[1] [2] coats [latex] [alkyd] finish Color to match existing walls or ceiling.

Plaster! [Flat] [Semi] [High] Gloss! 1 coat latex primer  
[1] [2] coats [latex] [alkyd] finish. Color to match existing walls or ceiling.

Wood for Painted Finish! [Flat] [Semi] [High] Gloss! 1 coat interior alkyd enamel  
Undercoat [1] [2] coats [latex] [alkyd] enamel. Color to match existing window frames and sill.

END OF SECTION

PAINTING

**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](http://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 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 YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

**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.)

**BIDDING SCHEDULE /USC-RFQ-3299-DG**

Item	Qty	Unit of Measure	Description	Extended Price
1	1	Lot	Provide All Labor and Materials to provide wall repairs and painting services for USC Beaufort, Arts Classroom	\$ _____

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

**Note:** 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.