



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: 11:00 AM 06 19 2018	Send Quotation to above address at Attention of: Lana Widener	Solicitation Number: USC-RFQ-3322-LW	Posting Date: 06 12 2018
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Questions regarding this solicitation must be received no later than **05/30/2018 @ 10:00 A.M.** Answers to questions will be posted to the Purchasing Department's website in an amendment to the solicitation: purchasing.sc.edu/sa.php

Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities. The vendor's representative per the terms noted must sign all Quotes. Failure to comply with these instructions may result in disqualification of the Quote. Faxed or E-mailed Quotes are accepted. This solicitation conforms to Section 11-35-1550 of the SC Consolidated Procurement Code.

Vendor Name and Address: _____

Phone Number: _____ E-mail: _____

FEIN/SSN: _____ SC Minority Cert. No.: _____

Print Name: _____ Signature: _____

Item	Qty	Unit	Description of Supplies or Services	Total Price
1	1	LOT	Furnish and Deliver New THHN Wire and Pipe as specified.	See Bid Schedule
			Award to be made to one contractor for entire lot. Quote only as specified. Deliveries shall be FOB Destination, freight prepaid. Do not include sales tax. Faxed or e-mailed Quotes are acceptable.	
			Buyer: Lana Widener Phone: (803) 777-7776 Fax: (803) 777-2032 E-mail: llw@mailbox.sc.edu	

SCOPE OF WORK / SPECIFICATIONS

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

Product Items:

Item #	Quantity	Product Description
THN40BK5000 4 x 165	660	THHN-4/0-BLK-19STR-CU-5000
THN3BK5000 1 x 165	165	THHN-3-BLK-19STR-CU-5000
THN500BK2500 8 x 165	1320	THHN-500-BLK-37STR-CU-2500
THN1BK5000 2 x 165	330	THHN-1-BLK-19STR-CU-5000
IDL31355	1	LUBE-5GAL WAXBASE PULL-COMP 201

All items must be new.

Pricing includes shipping and handling fees as specified.

TERMS AND CONDITIONS

All amendments to and interpretations of this Request for Quotations shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the University of South Carolina or its agencies resulting from this solicitation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty days beyond the RFQ deadline.

Award will be made in accordance with 11-35-1550 of the South Carolina Consolidated Procurement Code. Award will be made to one offeror for the complete lot.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder assumes sole responsibility and shall hold harmless the University of South Carolina, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees, and agents under this agreement. The University of South Carolina agrees to accept responsibility for claims, actions, or liabilities resulting from negligent acts of its employees occurring within the scope of their employment, which may be asserted against them by third parties in connection with the performance of the University of South Carolina, its members, directors, officers, employees, and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Payment will be made in accordance with 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages, or to pay for repair of correction of materials furnished hereunder.

QUESTIONS FROM OFFERORS: Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer than **Friday, June 15, 2018 @ 10:00AM**. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitation, that unnecessarily or inappropriately limits full and open competition.

Information for Submitting Questions

Buyer: Lana Widener

Solicitation: USC-RFQ-3322-LW

Title: Furnish, Deliver and Install Landscape Forms Outdoor Umbrellas

E-mail Address: LLW@MAILBOX.SC.EDU

Fax Number: (803)777-2032

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this

solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: 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>

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

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.

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.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at <http://www.sa.sc.edu/shs/hipaa/>

IRAN DIVESTMENT ACT - CERTIFICATION (DEC 2015): (a) The Iran Divestment Act List is a list published by the Authority 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.

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay.

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 - ADDRESS AND PHONE OF IN-STATE OFFICE:

Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you

must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address

_____ In-State Office Address same as Notice Address **(check only one)**

PREFERENCES – SC/US END PRODUCT (SEP 2009) Section 11-35-1524(B)(4) provides a preference to vendors offering South Carolina end-products or US endproducts, if those products are made, manufactured, or grown in SC or the US, respectively. An endproduct 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 – BID SCHEDULE All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

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.

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.

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>

SUBSTITUTIONS PROHIBITED – END PRODUCT PREFERENCES (SEP 2009) If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1524(B)(4)]

UNIT PRICE GOVERNS

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty (30) days beyond the RFQ deadline.

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

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
FOR
USC-RFQ-3322-LW**

COMMODITY (MATERIALS)

Item	Qty	Unit	Description	Unit Price	Total Price	RVP	SCEP	USEP
1	660	EA	PN: THN40BK5000 4 x 165 THHN-4/0-BLK-19STR-CU-5000	\$ _____	\$ _____			
2	165	EA	PN: THN3BK5000 1 x 165 THHN-3-BLK-19STR-CU-5000	\$ _____	\$ _____			
3	1320	EA	PN: THN500BK2500 8 x 165 THHN-500-BLK-37STR-CU-2500	\$ _____	\$ _____			
4	330	EA	PN: THN1BK5000 2 x 165 THHN-1-BLK-19STR-CU-5000	\$ _____	\$ _____			
5	1	EA	PN: IDL31355 LUBE-5GAL WAXBASE PULL-COMP 201	\$ _____	\$ _____			

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)]

TOTAL OF ITEMS 1 – 5 = \$ _____

Note 1: Do not include taxes with price.

Note 2: All preferences must be claimed by initialing in the space provided in the bid schedule. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed.