



# 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>5:00 PM</b>	Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:
<b>03   29   2019</b>	<b>Leann DeLoach</b>	<b>USC-RFQ-3456-LD</b>	<b>03   22   2019</b>

Questions regarding this solicitation must be received no later than **3/26/19 @ 11:00 A.M.** Answers to vendor questions will be posted to the Purchasing Department's website in an amendment to the solicitation: [purchasing.sc.edu/sa.php](http://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.

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 quotation.
2. E-mailed Quotes ([cudd2@mailbox.sc.edu](mailto:cudd2@mailbox.sc.edu)) and Faxed Quotes [(803) 777-2032] are acceptable.
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 Certification #</b>	
<b>Printed Name</b>		<b>Signature</b>	

Item	Unit	Description of Supplies	Total Price
1	Job	Furnish, Deliver, and Install Fixed Audience Seating for a classroom in McMaster Building	\$
		Award to be made to one contractor. Quote only as specified. Deliveries shall be FOB Destination. Do not include sales tax.	
		Buyer: Leann DeLoach Phone: (803) 777-4115 E-mail: <a href="mailto:cudd2@mailbox.sc.edu">cudd2@mailbox.sc.edu</a>	

## 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.

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.

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.

Award will be made in accordance with Section 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.

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.

### **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 no later than **Tuesday, March 26, 2019 @ 11:00AM**. 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 are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitations, that unnecessarily or inappropriately limits full and open competition.

#### Information for Submitting Questions

Buyer: Leann DeLoach

Solicitation: USC-RFQ-3456-LD

Title: Furnish, Deliver, and Install Fixed Audience Seating for a Classroom in McMaster Building

E-mail Address: [cudd2@mailbox.sc.edu](mailto:cudd2@mailbox.sc.edu)

**ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006):** The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

**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](http://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.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):** GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**CERTIFICATES OF INSURANCE:** Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC. Contractor should submit copy of insurance within seven (7) days of award.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):** (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**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>

**CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies

regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**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.

**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 AND TERMINATION:** The University 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 University will not be liable to the contractor for any amount for supplies or services not accepted, and the contractor will be liable to the University for all Rights and remedies provided by law. If it is determined that the University improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of default by the contractor, the University 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. In the event that this contract is terminated or cancelled upon request and for the convenience of the University, it may negotiate reasonable termination costs, if applicable.

**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.

**DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**DUTY TO INQUIRE (FEB 2015):** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be

interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

**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/>

**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.

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**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.

**OPEN TRADE REPRESENTATION (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**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 - 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. [02-2B113B-1]

**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 – RESIDENT VENDOR PREFERENCE (SEP 2009):** To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general



type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**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]

**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)]

**PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

**PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT:** 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 concerning “protection of human health and the environment.” These include, but are not limited to: the Occupational Safety and Health Act, the Environmental Protection Act, and the South Carolina Hazardous Waste Management Act

**REJECTION/CANCELLATION (JAN 2004):** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]

**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>

**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.

**UNIT PRICE GOVERNS:** Unit price 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.

**PLEASE COMPLETE: 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.)

### **SCOPE OF WORK / SPECIFICATIONS**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

This solicitation is to provide labor and material for commencement staging and chairs including set up and take down as detailed below.

#### **Part 1: General Specifications**

##### **Summary:**

A. Deliver and install approximately 110 (padded and upholstered chairs as specified, floor mounted, with self-lifting seat that rises to a uniform 3/4-safety fold position.

B. All parts to be made in the U.S.A.

C. Schedule: Must meet project schedule (furniture installation to be week of July 29-Aug 2, 2019).

D. Installation:

General contractor will remove and dispose of existing seats, patch the existing wood tiers (as required) and will install flooring prior to seat installation.

Vendor must receive materials when delivered to project site and must schedule delivery and storage of materials with Project Manager.

Installer must remove all packing materials and remove from site.

Installation must take place during standard hours (Monday-Friday 8:00 AM-4:30 PM). No work is allowed after hours or on weekends.

Installer must clean room once installation is complete.

#### **1.2 Submittals:**

Product data for each chair model specified to include construction details, material descriptions and finish options.

Full-sized sample of the product must be available for review and approval.

C. Seating layout (shop drawings) developed from the contract drawings that show aisle widths, chair spacing for each row, row-lettering and chair-numbering scheme, chair dimensions and back pitch. Layout drawings to also include locations for accessories, including left- and right-hand tablet arms, electrical devices, accessibility provisions and attachments to other work.

Final finish selections to be approved from manufacturer's standard-sized samples – including powder coat, plastic laminate, plastic, wood, and upholstery.

- E. Maintenance instructions and inspection guidelines furnished for each chair model specified.
- F. Manufacturer's standard warranty.

### **1.3 Quality Assurance:**

#### **A. Source Limitations:**

1. Obtain each type of fixed seating required, including accessories and mounting components, from a single manufacturer.
2. Obtain fabric of a single dye lot for each color and pattern of fabric required except when yardage requirement exceeds maximum dye lot. Multiple dye lots shall be color matched for quality assurance.

#### **B. Fire Performance Characteristics of Upholstered Seating:**

1. Fabric shall be Class 1 according to DOC CS 191 and 16 CFR 1610.61, tested according to California Technical Bulletin 117.
2. Padding shall comply with California Technical Bulletin 117.

C. Build sample chairs for each model required to demonstrate aesthetic effects and set quality standards for fabrication.

### **1.4 Project Conditions:**

#### **A. Environmental Limitations:**

Do not deliver or install seating until spaces are enclosed and weather tight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary or permanent HVAC system is operating and maintaining ambient temperature and humidity at occupancy levels during the remainder of the construction period.

#### **B. Field Measurements:**

Take field measurements to verify or supplement dimensions indicated on contract drawings prior to manufacturing.

### **1.5 Project Coordination:**

A. Do not deliver or install seating until space is free of lifts and/or scaffolding used by other trades which may interfere with installation and/or damage seating.

B. Coordinate layout and installation of electrical wiring and devices with electrical contractor to ensure that floor junction boxes for electrical devices are accurately located for final connection to the building's power supply by the electrical contractor.

C. Coordinate layout and installation of seating with HVAC contractor to ensure that vents are located in a manner that will not interfere with seating installation.

D. Coordinate concrete requirements needed for proper installation. Existing floor is sloped concrete.

#### **1.6 Warranty:**

A. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.

B. Warranty Periods:

1. Structural Components: five years.

2. Operating Mechanisms: five years.

3. Plastic, Wood and Painted Components: five years.

4. Upholstery Fabric: one year.

5. Electrical Components: one year.

#### **Part 2: Products**

##### **2.1 Materials and Finishes:**

A. Steel shall meet requirements for ASTM A 36/A 36M plates, shapes, and bars; ASTM A 513 mechanical tubing; ASTM A 1008/A 1008M cold-rolled sheet; and ASTM A 1011 hot-rolled sheet and strip.

B. Cast Iron shall meet requirements for ASTM A 48/A 48M, Class 25, gray iron castings free of blow holes and hot checks with parting lines ground smooth.

C. Cast Aluminum shall meet requirements for ASTM B 85 aluminum-alloy die castings.

D. All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 - 5 mils, and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a three-stage non-acidic, bonderizing process for superior finish adhesion, and after coating shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used – Blue Dusk (DSK).

E. Medium-density fiberboard shall meet requirements for ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.

F. Concealed plywood shall meet requirements for HPVA HP-1 hardwood plywood.

G. Plastic laminate shall meet requirements of NEMA LC 3, Grade VGS for vertical surfaces and Grade HGS for horizontal surfaces. Color and pattern to be chosen from the manufacturer's standard offering – Nevamar Armored Protection Silver Alum Metal X Textured MXT003T.

H. Upholstery fabric shall be:

Seat Back: Manufacturer: ArcCom-Woven Connections; Name: Mystique AC-68719; Color: Sapphire #10 Content: 55% Acrylic, 28% Polyester, 17% Cotton; Finish: Acrylic Backing; Width: 54"; Double Rubs: Exceeds 140,000

Seat Pan: Manufacturer: Architex-Authentic Performance; Name: Ryder; Color: Thistledown; Content: 100% Polyurethane face and 4-Way Stretch Knit Polyester backing; Finish: Write-Off Ink and Stain Resistant; Width: 54"; Double Rubs: Exceeds 300,000

I. Upholstery padding shall be molded or slab polyurethane foam.

J. Molded Plastics:

1. Structural components shall be mar and dent resistant high density glass-filled polypropylene with UV stabilizers.

2. Decorative components shall be mar and dent resistant high density polyethylene (HDPE) with UV stabilizers.

3. Plastic components shall be chosen from manufacturer's standard offering - Blue Dusk (DSK).

## **2.2 Fixed Audience Seating:**

A. Permanent arrangement of fixed audience seating as shown on seating layout drawings (see attached sketch).

1. Approved manufacturers subject to compliance with requirements outlined herein.

2. Basis-of-design for fixed audience seating is Irwin Seating Company model 90.12.00.4 Citation or comparable product by one of the following:

- a. Irwin Seating Company
- b. American Seating
- c. KI Incorporated

B. Chair support columns shall be a formed 14 gauge (.0747") steel tube with an integral back wing plate. Column shall exhibit a 10° rearward incline to help conceal back attachment hardware. Brackets for seat attachment shall be 7-gauge (.1875") steel for superior strength, formed with an integral support buttress. Floor attachment foot shall be formed from 12 gauge (.105) steel to 7-1/2" x 2-5/8" in size. All steel components shall be robotic welded for precise assembly and exceptional integrity. Foot-to-column welds are to be concealed on the inside of the foot for a clean appearance. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.

C. Aisle end panels: 'Open' style end with coverings of exposed mechanisms as required. This allows for more flexibility with respect to tablet and ADA arm placement. Provide armrest to match other arm rests (comfort curved polymer armrest attached with concealed hardware – color to match chair frame color).

D. Backs shall be rectangular shaped, padded and upholstered on their face, with a one-piece injection molded polymer rear panel. The foundation of the back component shall be provided by a 7/16" thick, 5-ply hardwood inner panel that shall also serve as the upholstery substrate. The face of the back shall be upholstered over a 2" thick polyurethane foam pad. The polyfoam pad shall be securely cemented

to the plywood inner panel and upholstered with a 1-piece cover securely fastened to the hardwood inner panel by means of upholstery staples to facilitate ease of re-upholstering. The rear designer panel shall be injection molded HDPE plastic, high impact-resistant, with textured outer surface, formed to enclose the edges of the inner upholstery panel at the top and both sides of the back, and shall be not less than 25" in length, extending down to the rear of the seat. There shall be no exposed screws above the armrests. Wings used for the attachment of the complete back assembly to the standards shall be not less than 14 gauge (.0747") steel. Wings shall be firmly secured to the inner panel through the use of threaded t-nuts fastened to the inner panel. Assembled chair shall have a nominal back height of 34". The back assembly shall be certified through routine ISO testing to withstand a 250 lb. static load test applied approximately 16" above the seat assembly and a 100,000 cycle 40 lb. swing impact test.

E. Seats shall be padded and upholstered on their top surface with a structural, injection molded polypropylene seat foundation. Seats shall self-rise to a uniform position when unoccupied. The mechanism shall be certified through routine ISO testing to exceed 300,000 cycles during ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism. In addition, the seat shall withstand as a 600 lb. static load test applied approximately 3" from the front edge of the seat assembly and a 50,000 cycles 125 lb. vertical drop impact test.

1. Seat foundation shall be engineered glass-filled, injection molded polypropylene, strengthened by deep internal ribs and gussets, completely enclosing the self-rising hinge mechanism. Bottom surface of the foundation shall be textured and feature an attractive molded recess. Bolted attachment of the seat assembly to the chair standard shall be concealed by an integral color-coordinated plastic cap to present a finished, refined appearance.

2. When unoccupied, the seat shall rise automatically to a 3/4 safety fold position, and upon a slight rearward pressure, shall achieve full-fold, allowing the patron additional passing room. The seat shall rotate on two, molded acetal shafts supported by nylon bearings with integral down-stops for exceptional strength. Seat-lift shall be accomplished by compression springs and self-lubricating plastic cams.

3. The base structure for the cushion assembly shall be ergonomic substrate with thick molded polyurethane foam. Cushion to have a waterfall leading edge. Cushion assembly is upholstered with a carefully tailored fabric cover secured around the perimeter of the cushion frame by means of a drawstring and staples and securely locked to the seat foundation, preventing unauthorized removal; but facilitating convenient access by trained maintenance personnel.

F. Chair width shall vary to accommodate sightlines and row lengths. Seat widths to be no less than 22".

G. Back height and pitch shall be fixed as shown on seating layout drawings.

H. Tablet arm equipped standards shall be provided with an assembly, which provides a folding writing tablet to the chair as designated on the contract drawings. The main support structure for the assemble shall be a 16 gauge (.065") laser-cut steel tube with a glass-filled polypropylene housing and attached to the support column with an integral ribbed post that binding into the steel support column and locked in place with tamper resistant hardware. The hinge mechanism for the writing tablet shall be molded glass-filled nylon capable of supporting 200 lbs. and flex under load without permanent deflection. The mechanism for the tablet shall all for approximately 5" of horizontal movement when placed in the in-use position and provide a one-motion, anti-panic folding action. Tablets store directly below the armrest assembly for convenient access. Writing tablets to be 151 square inches construction from 5/8" 11-ply hardwood plywood surfaced on both sides with high pressure plastic laminate and a

lacquered edge to match the dominant color of the laminate. Tablet arm assembly is capped with a comfort curved polymer armrest attached with concealed hardware (color to match chair frame color).

I. Row-lettering and chair-numbering shall be provided for identification of all chairs as shown on approved seating layout drawings. Number plates shall be 5/8" x 1-5/8" aluminum with an aluminum finish and black sans serif numerals. The seat pans shall be recessed at the center of the front edge for the number plates, and attached by two (2) pop rivets. Letter plates shall be 5/8" x 1-5/8" with an aluminum finish and black sans serif numerals attached in recess of aisle standard armrest by two (2) escutcheon pins. Attaching hardware shall have a finish compatible to plates.

K. Accessible Seating:

Accessible Arm - Shall be designated on the seating layout drawings and designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard shall be equipped with an armrest capable of lifting to a position parallel with the support column, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable "handicapped" symbol. Decorative requirements of aisle standards are waived for the handicapped access standards  
Removable Chairs (non-caster) - Provide floor mount style chairs attached to an epoxy powder coated welded steel base assembly allowing single, double and triple chair sections and bases to be moved as a single unit. The base shall anchor to threaded inserts in the floor with two anchors per chair. Provide plugs for inserts when chair(s) are removed. The base shall not protrude beyond the envelope of the unoccupied chair(s).

### **2.3 Fabrication:**

A. Manufacture fabric-covered cushions with molded padding beneath fabric and with fabric covering free of welts, creases, stretch lines, and wrinkles. For each upholstered component, install pile and pattern run in a consistent direction.

B. Fabricate floor attachment plates to conform to floor slope, if any, so that standards are plumb and chairs are maintained at same angular relationship to vertical throughout project.

## **Part 3: Execution**

### **3.1 Examination**

A. Prior to layout and installation examine floors, risers, and other adjacent work and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the work including, but not limited to, plumb of riser faces and concrete conditions.

B. Examine locations of electrical connections.

C. Examine locations of HVAC supply ducts.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 Installation**

A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.

B. Use installation methods and fasteners that produce fixed audience seating assemblies with individual chairs capable of supporting an evenly distributed 600-lb static load applied 3" from front edge of the seat without failure or other conditions that might impair the chair's usefulness.



- C. Install seating with chair end standards aligned from first to last row and with backs and seats varied in width and spacing to optimize sightlines.
- D. Install seating so moving components operate smoothly and quietly.

### **3.3 Field Quality Control**

- A. Perform tests and inspections.
- B. Prepare test and inspection reports.

### **3.4 ADJUSTING**

- A. Adjust chair backs so that they are properly aligned with each other.
- B. Adjust self-rising seat mechanisms so seats in each row are aligned when in upright position.
- C. Verify that all components and devices are operating properly.
- D. Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.
- E. Replace upholstery fabric damaged during installation.

## **BID SCHEDULE**

### **RECOMMENDATIONS**

1. Submitted quotes/bids/proposals establish the first impression of the offeror's ability to follow instructions.
2. Responsiveness will be evaluated against the solicitation's specifications and scope of work and evaluation criteria.
3. Save costs associated with printing, binding, and shipping bids and by only submitting the information requested in the solicitation you are responding to.
4. INFORMATION FOR BIDDERS OF RFQ'S TO SUBMIT:
  - a. Page 1
  - b. Bidding Schedule
  - c. MINORITY PARTICIPATION (JAN 2006) - page
5. DO NOT INCLUDE:
  - a. Do not include a copy of the solicitation.
  - b. Do not include a copy of any amendment(s) to the solicitation.
  - c. Do not include any of your company's standard contract forms or other legal documents.
  - d. Do not include any exceptions to the solicitation's terms and conditions or specifications.
  - e. Do not include any additional boilerplate contract clauses, unless requested.
6. Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
7. By signing the Cover Page, you agree to be bound by the terms of the Solicitation

### **Price to include all shipping, handling and installation fees.**

Proposed equal products must meet all specification requirements including dimensions and quantities. Proposed substitutions shall be submitted with full details for review.

Item	Quantity	Unit of Measure	Description	Price
1	1	Job	Furnish and Deliver Fixed Audience Seating for a classroom in McMaster Building	\$ _____

Resident Vendor Preference \_\_\_\_\_

SC End Product Preference \_\_\_\_\_

US End Product Preference \_\_\_\_\_

Item	Quantity	Unit of Measure	Description	Price
2	1	Job	Install Fixed Audience Seating for a classroom in McMaster Building	\$ _____

Resident Contractor Preference \_\_\_\_\_

Resident Subcontractor Preference (2%) \_\_\_\_\_ Number of Subcontractors \_\_\_\_\_

Resident Subcontractor Preference (4%) \_\_\_\_\_ Number of Subcontractors \_\_\_\_\_

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 Terms and Conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for subcontractor preferences requested above:

- 1) Identify the subcontractor to perform the work.
- 2) Identify the work the subcontractor is to perform.
- 3) Include the Bidder's factual basis for concluding that the subcontractor's work will constitute the required percentage of the work to be performed in the procurement.

**Total for Item 1 & 2:** \_\_\_\_\_