



# 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:<br><b>10:00 AM</b> | Send Quotation to above address at Attention of:<br><br><b>Tracy Fountain</b> | Solicitation Number:<br><br><b>USC-RFQ-3478-TF</b> | Posting Date:<br><br><b>04 30 2019</b> |
|--|---|--|--|

Questions regarding this solicitation must be received no later than **05-06-2019 10:00 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 quote.
2. Faxed (803) 777-2032 or E-mailed (fountai3@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  | Hourly Rate |
|------|------|--|-------------|
| 1    | Hour | <b>Hourly Rate to Provide Boiler Maintenance and Technical Services for USC Aiken</b> as specified in bid schedule. <b>Price to include all sales taxes and transportation fees. .</b> | \$          |
|      |      | Award will be made to one vendor.<br>Quote only as specified.  |             |

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

**Buyer: Tracy Fountain    Phone: (803) 777-4115    E-mail: fountai3@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.

### **QUESTIONS FROM BIDDER**

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 **05-06-2019 10:00 A.M.**

#### Information for Submitting Questions

Buyer: Tracy Fountain

Solicitation: **USC-RFQ-3478-TF**

Title: **Hourly Rate to Provide Boiler Maintenance and Technical Services for USC Aiken as specified in bid schedule.**

E-mail Address: [fountai3@mailbox.sc.edu](mailto:fountai3@mailbox.sc.edu)

Emailed quotes and/or questions without the solicitation number in the subject line may not be discovered before the deadlines.

**Subject: USC-RFQ-3478-TF**

Fax Number: (803)777-2032

#### **ACQUIRE SERVICES (JAN 2006):**

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

#### **[01-1010-1] 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]

#### **COMPLIANCE WITH LAWS (JAN 2006):**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

**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. [07-7B056-2]

**PROOF OF INSURANCE:** To be provided no later than 7 days from notification of award prior to the issuance of the purchase order.

**CONTRACTOR PERSONNEL (JAN 2006):** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional 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. [07-7B065-1]

## **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.

**DISPUTES (JAN 2006):** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **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/>

**ILLEGAL IMMIGRATION (NOV 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011):** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

**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. [07-7B115-1]

**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. [07-7B120-1]

**MAXIMUM AMOUNT:** Quotes exceeding \$50,000.00 maximum cannot be considered.

**OFFERING BY LOT (JAN 2006):** Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

**PAYMENT & INTEREST (FEB 2015)** (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

#### **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 - 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 – 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.

**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.

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

**REJECTION/CANCELLATION:** This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [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. [07-7B205-1]

**STATE OFFICE CLOSINGS:**

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: <https://www.scmd.org/?/planandprepare/disasters/index.php>

**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)]

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final notice of award of purchase order. The initial term of this agreement is one year from the effective date. Regardless, this contract expires when the award reaches \$50,000.00 in total, regardless of the last date stated on the final notice of award of purchase order.

**TERM OF CONTRACT – OPTION TO RENEW:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract shall not exceed \$50,000.00 and automatically expires at that time.

## **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 (JAN 2006):**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

## **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.

## **WORKMANSHIP**

Labor services shall be guaranteed against in workmanship by the contactor for a period of at least one year.

**MINORITY PARTICIPATION (DEC 2015)**

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? \_\_\_\_\_

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? \_\_\_\_\_

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>

## SCOPE OF WORK / SPECIFICATIONS

The purpose of this Solicitation is to seek quotes to **Hourly Rate to Provide Boiler Maintenance and Technical Services for USC Aiken as specified in bid schedule**. All quoted supplies must be brand new. Sales tax, shipping, handling and installation fees should be included with bid price.

After award, all services shall be made to the locations specified by the University of South Carolina in its purchase order.

**Price to include all sales taxes and transportation fees.**

**University of South Carolina  
Aiken, SC 29801**

Provide hourly rate for technician(s) to perform preventative maintenance and technical services and repairs to various boilers on campus.

Services include preventative maintenance, and repairs to boilers and associated components within the main campus and housing.

This is for labor services. Any new equipment/components, registration and inspection fees that are required to repair boilers to normal operating conditions will be purchased by owner separate from this. However, any new equipment provided to vendor will need to be installed under this agreement. Labor services shall be guaranteed against in workmanship for a period of at least one year.

Boiler information

Bidder to provide the following services under labor contract:

### **LLR Annual Preseason Major Maintenance**

Open fireside for cleaning and inspection.

Inspect refractory.

Clean and inspect gauge glass.

Clean fire inspection glass.

Inspect low water cutoff control(s), check operation.

Clean fuel nozzles or gas burner tubes.

Clean burner fan wheel and air dampers.

Clean and adjust ignition electrodes.

Tighten all linkage set screws.

Check operation of low water cutoff and feed control(s).

Check settings, test all operating and limit controls and safety relief valves.

Combustion testing:

Test the following (where applicable): proper fuel pressure, fuel/air ratio, CO<sub>2</sub> and CO.

Adjust burner controls as required to obtain proper combustion.

Check all safety controls.

### **Seasonal Startup**

Review manufacturer's recommendations for the boiler and burner startup.

Check auxiliary equipment operation.

Inspect burner boiler and controls prior to startup.

Start burner. Check operating controls. Test safety controls and pressure relief valve.

Perform combustion tests and adjust burner for maximum efficiency.

Log all operating conditions.

**Scheduled Maintenance** - to be performed during the operating season and include the following inspections and adjustments:

Test low water cutoff and exercise pressure relief valve.

Blow down, test low water cutoff and feed control(s).

Check for water, steam and fuel leaks.

Check setting and test operating and limit control.

Blow down water level sight glass and confirm water level.

**Written Reports**

Provided to the customer representative following each regular inspection or emergency call and report any uncorrected deficiencies noted

| Location                    | Size                   | Quantity            | Model                 | Fuel                 | Model #            |
|-----------------------------|------------------------|---------------------|-----------------------|----------------------|--------------------|
| Pacer Crossings             | 1,400,00 BTU/hr (each) | 3 (250 gallon each) | Maxim                 | Natural Gas          | 140 N 250A-MXG     |
| Pacer Commons               | 240,000 BTU/Hr (each)  | 9 (100 gallon each) | PVI Nickel shield     | Natural Gas          | BTH 250 970        |
| Convocation Center          | 800,0000 BTU           | 2 (400 gallon each) | PVI                   | Natural Gas          | 100N400A-TP        |
| Convocation Center          | 2,000,000 BTU/hr       | 2                   | Benchmark 2.0 (Aerco) | Natural Gas          | BMK 2.0 6WB431NF25 |
| Baseball Stadium            | 400,000 BTU            | 1                   | Power VT              | Natural Gas          | 560P125A-PV        |
| Science Building            | 500,000BTU             | 2                   | Raypak                | Natural Gas          | H-2500A-CHBRCAA    |
| Library                     | 861,0000               | 1                   | Hurst Boiler          | Natural Gas          | 545-X-20-60W       |
| Pool/ Natatorium            | 750,000BTU             | 1                   | Raypak                | Natural Gas          | P-0752C            |
| Natatorium                  | 400,000BTU             | 1                   | Raypak                | Natural Gas          | W1-0403B-CEDRDAA   |
| B&E Building                | 1,158,300 BTU          | 1                   | Teledyne Laars        | Natural Gas          | VW 1430IN 09 k 1A  |
| B&E Building                | 972,000 Btu            | 2                   | Teledyne Laars        | Natural Gas          | HH1200IN 09 k 1A   |
| Nursing Building            | 511,500 BTU            | 1                   | Raypak                | Natural Gas          | H3-0514            |
| Ruth Patrick Science Ctr    | 270,000BTU             | 1                   | AO Smith              | Natural gas          | BTP140-270         |
| Ruth Patrick Science Center | 571,000BTU             | 1                   | AO Smith              | Natural Gas          | GB300-S/W8         |
| Ruth Patrick Science Center | 705,000 BTU            | 1                   | Lochinvar             | Natural Gas          | FTX725N            |
| Student Activity Center     | 126,000BTU             | 1 (250gallon)       | Durawatt              | Electric 480V 3phase | 180N250A-E         |
| Student Activity Center     | 153,000 BTU            | 1 (120gallons)      | Rheem                 | electric             | ES120-45-G         |

**BID SCHEDULE**  
**USC-RFQ-3478-TF**

**Price to include all sales taxes and transportation fees.**

**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. Bid Schedule (Pages 1 and 2)
  - c. MINORITY PARTICIPATION (DEC 2015) - 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.
8. Emailed quotes and/or questions without the solicitation number in the subject line may not be discovered before the deadlines.

| <b>Item #</b> | <b>Quantity</b> | <b>Unit</b> | <b>Description</b> | <b>Unit Price</b> |
|---------------|-----------------|-------------|--------------------|-------------------|
| 1             | 1               | Hour        | Hourly Rate        |                   |

Resident Vendor Preference \_\_\_\_\_ Resident Contractor Preference \_\_\_\_\_  
SC End Product Preference \_\_\_\_\_ Resident Subcontractor Preference (2%) \_\_\_\_\_ # of Subcontractors \_\_\_\_\_  
US End Product Preference \_\_\_\_\_ Resident Subcontractor Preference (4%) \_\_\_\_\_ # of Subcontractors \_\_\_\_\_

**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)]**

**Delivery Date (ARO): No later than 30 days ARO**



STATE OF SOUTH CAROLINA  
 DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
 REGISTRATION AFFIDAVIT  
 INCOME TAX WITHHOLDING**

**I-312**

(Rev. 7/24/14)

3323

**The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:**

1. Name of Nonresident Taxpayer:

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. Hiring or Contracting with:

Name:

Address:

Receiving Rentals or Royalties From:

Name:

Address:

Beneficiary of Trusts and Estates:

Name:

Address:

6. I hereby certify that the above named nonresident taxpayer is currently registered with

(check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration:

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

\_\_\_\_\_  
Date

If Corporate officer, state title:

\_\_\_\_\_  
(Name - Please Print)

\_\_\_\_\_  
Mail to: The company or individual you are contracting with.