



**Request for Quotation**  
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**THIS IS NOT AN ORDER**

**Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115**

Quotation must be received no later than: <b>9:00 AM</b>  <b>05   23   2019</b>	Send Quotation to above address at Attention of:  <b>Dennis Gallman</b>	Solicitation Number:  <b>USC-RFQ-3495-DG</b>	Posting Date:  <b>05   14   2019</b>
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Print company name and address:

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. If an item cannot be furnished, indicate with "No Quote."
2. 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.
3. Faxed or E-mailed Quotes are acceptable. FAX # (803) 777-2032

Federal I.D. or Social Security No. \_\_\_\_\_ SC Minority Certification Number (if applicable). \_\_\_\_\_

Submitted By (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

Item #	Quantity and Unit	Description of Supplies or Services	Unit Price	Extended Price
1	1 Lot	Provide/Deliver WhatsUp Licenses/Support	See Bid Schedule	
		Point of Contact: Dennis Gallman		
		Email: gallmand@mailbox.sc.edu		
		Vendor Email: _____		
		A faxed or e-mailed quote is acceptable.		
		Quote only as specified. Do not include sales tax.		
		Deliveries Shall be FOB Destination.		
		Award to be made to one vendor.		

## GENERAL CONTRACT CLAUSES

Affirmative Action: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of the Purchasing Department.

Contract Administration: Questions or problems arising after award of this contract shall be directed to the University of South Carolina, Purchasing Department, 1600 Hampton Street, 6<sup>th</sup> floor, room 606, Columbia, SC 29208.

Contract Amendments: Contract amendments, modifications & change orders: any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the buyer responsible for this RFQ and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Purchasing Department buyer responsible for this RFQ.

Default: 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.

Force Majure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

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.sc.edu/hipaa/>

Item Substitution: (This clause does not apply to RFQ for service requirements). No substitutes will be allowed on purchase orders received from departments without permission from the Purchasing Department.

Non-Appropriations: Any contract entered into by the University or its departments, institutions, agencies, political subdivisions or other entities resulting from this RFQ shall be subject to cancellation without damages

or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

Patent Liability: The Contractor, at his own expense, will defend any suit which may be brought against the University of South Carolina to the extent that it is based on a claim that the goods furnished through a contract infringes a United States Patent, and in any such suit will pay those costs and damages which are attributable to such claim and finally awarded against the University of South Carolina. The University shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost of expenses shall be incurred for the account of the Contractor without its written consent. If principles of governmental or public law are involved, the University may participate in the defense of any such action. If, in the Contractor's opinion, the goods furnished hereunder are likely to, or do become, the subject of a claim of infringement of a United States Patent, then without diminishing the Contractor's obligation to satisfy a final award, the Contractor may, at his option and expense (a) obtain the right for the using agency to continue use of such goods or (b) substitute for the alleged infringing goods other equally suitable goods that are satisfactory to the using agency or (c) take back such goods, provided, however, that the Contractor will not exercise option (c) until the Contractor and the University of South Carolina have evaluated options (a) and (b).

Payment for Goods and Services: Payment for goods and services received by the University shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

Prohibition of Gratuities: Section 8-13-420 of the 1976 Code of Laws of South Carolina, as amended, states: "WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contributions nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided.

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". Any contractor doing business with the University will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1, 71-1910.1200). By submission of this RFQ, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

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

Restrictions/Limitations: No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

Bidding Schedule

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Item	Qty	Unit of Measure	Description	Unit Price	Total Price
1	1	ea	WhatsUp Gold Total 2500 Upgrade to Unrestricted Part Number: NM-5MME-0170		

Item	Qty	Unit of Measure	Description	Unit Price	Total Price
2	1	ea	WhatsUp Gold Total Unrestricted Service Agreement with up to 1 Year Service Part Number: NM-7DBW-0170 Coverage Date 7/1/2019 through 7/1/2020		

Total Price including discounts \$ \_\_\_\_\_

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

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

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

**Note:** The commodity preferences do not apply to a single unit of an item with a price in excess of \$50,000 or a single award with a total potential value in excess of \$500,000. [11-35-1524(E)(2)] or a single award with a total potential value in excess of \$5000.

## ADDITIONAL CONDITIONS

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT 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).

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. [11-35-1534(B)(4)]

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.)