



UNIVERSITY OF
SOUTH CAROLINA

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: 9:00 AM	Send Quotation to above address at Attention of: Dennis Gallman	Solicitation Number: USC-RFQ-3514-DG	Posting Date: 7 24 2019
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Please quote your lowest delivered price of the item(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

1. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote.
2. Faxed (803) 777-2032 or E-mailed (gallmand@mailbox.sc.edu) Quotes are acceptable and preferred.
3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

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

Item	Unit	Description of Supplies	Total Price
1		Furnish/Deliver Windtunnel balance System. See attached Specifications and bid schedule	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax.	

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

Buyer: Dennis Gallman Phone: (803) 777-4115

E-mail: gallmand@mailbox.sc.edu

STANDARD PROVISIONS

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST – CPO – MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmommo@mmo.sc.gov,

(b) by facsimile at 803-737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC

Award Criteria: The award shall be made to the lowest responsible and responsive bidder(s) whose RFQ meets the requirements and criteria set forth in the Request for Quotation.

Bidders Qualification: Bidders must, upon request of the University, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

Bidder's Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this RFQ or to the contract.

Rejection/Cancellation: The University of South Carolina reserves the right to reject any and all RFQs and to cancel the RFQ.

Competition: This RFQ is intended to promote competition. If the language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this RFQ

to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Department in writing so as to be received five (5) days prior to the opening date. The RFQ may or may not be changed but a review of such notification will be made prior to award.

Debarments/Suspension: By submission of a response to this RFQ, bidders are certifying it is not suspended or debarred from doing business with and other governmental entity.

Discussion with Bidders: Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the RFQ.

Discussions/Negotiations: By submission of a RFQ, vendor agrees that during the period following issuance of a RFQ and prior to notification of intent, and/or award of contract, vendor shall not discuss this procurement with any party except members of the University of South Carolina Purchasing Department or other parties designated in this RFQ. Vendor shall not discuss or attempt to negotiate with the using department any aspects of the procurement without prior approval of the Purchasing Department buyer responsible for the procurement.

Indemnification: The state South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's RFQ.

Purchasing Liability: The USC Purchasing Department is acting under the authority given to it in the Consolidated Procurement Code to procure contracts on behalf of governmental agencies and acts only as their agent in this respect. The resulting contract is between the agency and the successful vendor and the Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

Records Retention & Right to Audit: the state shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. code section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

Rejection: The University reserves the right to reject any RFQ that contains prices for individual items or services that are unreasonable when compared to the same or other RFQ if such action is in the best interest of the University.

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.

Force Majeure: 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.

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. **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 endproduct(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).

Force Measurement Console and Sensors with Labview Software = Data Acquisition. System (National Instruments data data acquisition board) Customized Balance System adapted to the existing old wind tunnel at USC.

The specification below is based on

- a windtunnel with a cross section of the measurement section of 800x600mm² and a maximum rated speed, V_{max} of 65 m/s. Density of air, $\rho = 1.225 \text{ kg/m}^3$
- a windtunnel model with
 - o maximum span, b , of 0.8m
 - o chord, c , of 0.1m
 - o $C_{l_{max}}$ of 1.5
 - o C_d of 0.5
 - o $C_{m_{0.25max}}$ of 0.2

Max forces

$$F_z = L = C_{l_{max}} \frac{1}{2} \rho V^2 S$$

$$F_x = D = C_{d_{max}} \frac{1}{2} \rho V^2 S$$

$$M_y = M_{AC} = C_{m_{0.25max}} \frac{1}{2} \rho V^2 S c$$

$$M_x = F_z \frac{b}{2}$$

$$M_z = F_x \frac{b}{2}$$

Load/Moment	F_x	F_z	M_x^{*1}	M_y^{*2}	M_z^{*1}
Max	103.5	310.5	124.2	4.14	41.405

*¹ assuming the lift and drag resultants to act halfway the span and the windtunnel model to be supported from one end

*² assuming the sensor to be supported at the quarter chord line. This can be shifted to have the value of the three moments closer to each other

BID SCHEDULE

USC-RFQ-3514-DG

Item	Qty	Unit of Measure	Description		Price
1	1	ea	Furnish/Deliver Windtunnel balance System. See attached Specifications Force Measurement Console and Snsors with Labview Software + Data Acquisition System (National Instruments data acquisition board) (Customized Balance System adapted to the existing old wind tunnel in USC.		\$ _____

Resident Vendor Preference _____

SC End Product Preference _____

US End Product Preference _____

Item	Qty	Unit of Measure	Description		Price
2	1	ea	Motorized pitch axis system for the force balance system		\$ _____

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.

Item	Qty	Unit of Measure	Description		Price
3	1	ea	Shipping		\$ _____

Total Line Items 1-3 \$ _____

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>