



University of South Carolina
 Purchasing Department
 1600 Hampton Street, 6th floor
 Columbia, SC 29208
 Telephone: (803) 777-4115

Request for Quotation

Page One

THIS IS NOT AN ORDER

Quotation must be received No Later Than:	Send quotation to above address Attention of:	Quotation Number:	Date
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Print company name and address:

Please quote your lowest delivered price of the items(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 by **NO QUOTE**.
2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. **FAXED QUOTES ACCEPTABLE.** FAX # (803) 777-2032

If the product preference is applicable follow these instructions:

Check (X) on the appropriate line: SC End Product _____ US End Product _____ **and** indicate by asterick (*) next to the item number on the bid schedule which preference applies.

NON-RESIDENT VENDORS ONLY: Yes _____ No _____ We have read and applied for (or already have) a non-resident taxpayer affidavit (I-312).

RESIDENT VENDOR PREFERENCE: Yes _____ No _____ SC Resident Vendor Preference as defined in Section 11-35-1524 of the SC Consolidated Procurement Code.

Federal I.D. or Social Security No. _____ SC Minority Certification Number (If Applicable) _____

Submitted By (Print Name) _____ Signature _____ Telephone _____

Item No. 	Quantity and Unit	Description of Commodity or Services	Unit Price 	Total Price

STANDARD PROVISIONS

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.

The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have conducted, audits of specific requirements of this RFQ as determined necessary by the state.

Pertaining to all audits, contractor shall make available to the state access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the state.

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.

Risk of Loss: The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

Waiver: The University reserves the right to waive any instruction to bidders, general or special provisions, general or special conditions or specifications deviation in accordance with the authority provided in Regulation 11-35-1520 (13).

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, 6th 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.

Termination: Subject to the conditions below, the contract may be terminated for any reason by the Purchasing Department providing a thirty-day advance notice in writing is given to the contractor.

For Convenience – In the event that this contract is terminated or cancelled upon request and for the convenience of the University without the required thirty- days advance written notice, then the University may negotiate reasonable termination costs, if applicable.

For Cause – Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; Termination costs, if any, shall not apply. The thirty-day advance notice requirement is waived and the default clause in this RFQ shall apply. (See Clause No. 5).

I. INSTRUCTION TO BIDDERS

- A. RFQs will be considered as specified herein or attached hereto under the terms and conditions of this RFQ.
- B. This RFQ does not commit the University to award a contract, to pay any costs incurred in the preparation of a RFQ, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all RFQs received as a result of this request, or to cancel in part or in its entirety this RFQ if it is in the best interest of the University to do so.
- C. Bidders are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- D. Failure to furnish your FEIN or SSN may result in the delay of award of contract.
- E. When specifications or descriptive literature are submitted with your RFQ, enter bidder's name thereon.
- F. By submission of a RFQ, you are guaranteeing that all goods and/or services meet the requirements of the RFQ during the contract period.
- G. Do not include any taxes in the RFQ price shown that the University may be required to pay. Upon submission of a RFQ by a State agency, the procurement officer will compute the appropriate sales/use tax to the non-state agency RFQs when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and Use Tax Regulation 117-174-95.

Term/Option To Extend

The term of this contract shall be one (1) year effective July 10, 2008 – July 9, 2008 with the option to extend this contract. Unless terminated by either party at the end of the initial term, at the end of successive “contracted” terms or as otherwise allowed within this document (see Termination Clause), the contract will automatically extend at the same conditions and terms as approved by the University of South Carolina Purchasing Office. Said extension may be less than, but will not exceed four (4) additional one (1) year periods.

Written requests for increases in prices may be submitted in writing to the Purchasing Department. These requests should be forwarded by registered mail to ensure delivery. The Purchasing Department reserves the right to accept the increased price or to cancel the contract and award to the next low vendor or re-bid requirement. Requests for increased price shall be accompanied by a copy of the manufacturer's official notice of such increases. The maximum price increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U) under "Other Goods and Services". The Purchasing Department, through its contract administrator, will accept or reject the request for price increase, in written form, within fifteen (15) days following the date of the request. No increases shall be effective until approved in writing by the contract administrator and proper notification to all users. It is understood and agreed that orders will be shipped at prices in effect on the date shown on the purchase order. Any decrease in the cost of the finished product due to the general decline in the market or other effective factors, shall be forwarded to the contract administrator with immediate inception into the term contract. (SCT013)

REQUEST for QUOTE - Occupational [Rx] Safety Eyewear and/or Dispensing Services

- I. Frame, lenses, SS, T-LOC and/or other options/products must meet or exceed Z87.1-2003 ANSI Standards.
 - A. Copy of Certificate of Compliance required for:
 - 1. Frames, SS and T-LOC.
 - 2. Lenses
- II. Facility Location(s) Required:
 - A. Fabricating laboratory located in Columbia SC. _____
 - B. Dispensing location(s) located in Columbia SC. _____
- III. Delivery Time:
 - A. Maximum 3 to 5 business days.
- IV. Payment Terms:
 - A. Net 30 Days;
- V. Frames, SS, T-LOC and/or related products:
 - A. TITMUS brand products are required.
- VI. Lens Material:
 - A. Polycarbonate only.
- VII. Employee's prescription must be within 24 months of ordering Rx safety eyewear.
- VIII. Price Guarantee:
 - A. Submitted prices valid for one [1] year from start date.
 - B. Prices for employee options not covered by USC Facility Services Department are the same as prices for USC Facility Services Department.
- IX. Submit prices for the following lens styles, per pair, to include:
 - A. Scratch resistant coating [front & back surface] and ultraviolet coating.
 - B. All prescription powers, prisms and/or eye sizes.
 - C. Lens Styles:

Bidder's Schedule

Basic Year

- 1. Single vision \$ _____
- 2. Bifocal [ST28] \$ _____
- 3. Trifocal [7x28] \$ _____
- 4. Progressive \$ _____

Total \$ _____

Option Year 1

- 1. Single vision \$ _____
- 2. Bifocal [ST28] \$ _____
- 3. Trifocal [7x28] \$ _____
- 4. Progressive \$ _____

Total \$ _____

Option Year 2

- 1. Single vision \$ _____
- 2. Bifocal [ST28] \$ _____
- 3. Trifocal [7x28] \$ _____
- 4. Progressive \$ _____

Total \$ _____

Option Year 3

- 1. Single vision \$ _____
- 2. Bifocal [ST28] \$ _____
- 3. Trifocal [7x28] \$ _____
- 4. Progressive \$ _____

Total \$ _____

Option Year 4

- 1. Single vision \$ _____
- 2. Bifocal [ST28] \$ _____
- 3. Trifocal [7x28] \$ _____
- 4. Progressive \$ _____

Total \$ _____

a. Brand of progressive quoted _____ (Includes "non- adapt" policy)

Basic, Option Years

1, 2, 3 & 4 Total \$ _____

Basic Year

- 1. Transitions \$ _____ [add-on cost only]
- 2. Light tint \$ _____ [add-on cost only]
- 3. Dark tint \$ _____ [add-on cost only]
- 4. Anti-reflective coating \$ _____ [add-on cost only]

Total \$ _____

Option Year 1

- 1. Transitions \$_____ [add-on cost only]
- 2. Light tint \$_____ [add-on cost only]
- 3. Dark tint \$_____ [add-on cost only]
- 4. Anti-reflective coating \$_____ [add-on cost only]

Total \$_____

Option Year 2

- 1. Transitions \$_____ [add-on cost only]
- 2. Light tint \$_____ [add-on cost only]
- 3. Dark tint \$_____ [add-on cost only]
- 4. Anti-reflective coating \$_____ [add-on cost only]

Total \$_____

Option Year 3

- 1. Transitions \$_____ [add-on cost only]
- 2. Light tint \$_____ [add-on cost only]
- 3. Dark tint \$_____ [add-on cost only]
- 4. Anti-reflective coating \$_____ [add-on cost only]

Total \$_____

Option Year 4

- 1. Transitions \$_____ [add-on cost only]
- 2. Light tint \$_____ [add-on cost only]
- 3. Dark tint \$_____ [add-on cost only]
- 4. Anti-reflective coating \$_____ [add-on cost only]

Total \$_____

**Basic, Option Years
1, 2, 3 & 4 Totals**

\$_____

X. Submit price range for all TITMUS brand frames to include SS and/or T-LOC:

Basic Year

Lowest Price Range \$_____ Highest Price Range \$_____

Option Year 1

Lowest Price Range \$_____ Highest Price Range \$_____

Option Year 2

Lowest Price Range \$_____ Highest Price Range \$_____

Option Year 3

Lowest Price Range \$_____ Highest Price Range \$_____

Option Year 4

Lowest Price Range \$_____ Highest Price Range \$_____

Lowest Price Range Total \$_____ Highest Price Range Total \$_____

XI. Fitting/Dispensing Fee, per Rx:

Basic Year	\$_____
Option Year 1	\$_____
Option Year 2	\$_____
Option Year 3	\$_____
Option Year 4	\$_____
Basic, Option Years 1, 2, 3 & 4 Totals	\$_____

Over All Five Year Totals For:

Basic Year	\$_____
Option Year 1	\$_____
Option Year 2	\$_____
Option Year 3	\$_____
Option Year 4	\$_____
Basic, Option Years 1, 2, 3 & 4 Totals	\$_____

Incorporate the estimated shipping cost into all prices

Total value of Contract shall not exceed \$10,000 per one year period