Follow the yellow keys to help you navigate through this document. Double click for entry. Click left corner box to close.

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	Purchasing Dep 1600 Hampton S Columbia, SC	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 reco No Later Than:	eived Send quotation to abov Attention of:	e address	Quotation	n Number:	Date			
Print compar	ny name and address:	Department reserve technicalities. 1. If an item 2. All quotes failure to a quote.	es the right cannot be must be si comply wit	to reject any or all o furnished, indicate l igned by the vendor	quotes and to by NO QUO 's representa ay result in d	TE. ative and terms noted, lisqualification of the		

3. **FAXED QUOTES ACCEPTABLE.** FAX # (803) 777-2032

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

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 Submitted By (Print Name)
 Signature
 Telephonee

Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
<u>~</u>			<u>~</u>	

GENERAL CONDITIONS

DEFAULT: In case or 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.

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.

SC/US PREFERENCE: In order to receive the South Carolina/United States made, manufactured or grown end-product preference, you must check the appropriate space (s) provided on the face of the quotation form. This preference does not apply to services.

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.

The University of South Carolina shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1520 of the South Carolina Consolidated Procurement Code.

The University reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the University reserves the right to reject any quotation in which the delivery tine indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor 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 quotation, 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 quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this singed 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.

<u>Termination</u>: Subject to the provisions below, the contractor may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable. <u>Termination for Cause</u>: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

<u>HIPAA Law:</u> 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: <u>http://www.sc.edu/hipaa/</u>

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

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.

IMPORTANT – Please Note

Vendors, we MUST have your Federal ID # (company) or Social Security # (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.

Project: Conversion Mailing

Quantity: 80,000 plus one option (option 1: plus 1000)

What USC Admissions will provide:

- 1) Data in Excel format delivered via e-mail in encrypted format
- 2) Decryption software and instructions to unlock databases
- 3) Word file with four different letters for high school senior regulars, high school senior honors, high school junior regulars, high school junior honors.
- 4) An itemized list of the *final* quantities of each of the four categories listed in item #3, above.
- 5) 8.5 x 11 inch admissions office letterhead to be used for letters ready for pickup at USC Columbia campus (USC Printing shop floor)
- 6) Freshman prospectus brochures ready for pickup by vendor at USC Warehouse on Columbia campus
- 7) Junior prospectus brochures ready for pickup by vendor at USC Warehouse on Columbia campus
- 8) Visit Carolina brochures ready for pickup by vendor at USC Warehouse on Columbia campus
- 9) Money Matters brochures ready for pickup by vendor at USC Warehouse on Columbia campus
- 10) 9.5" x 12.5" inch admissions office outer envelopes (gummed seals) ready for pickup by vendor at USC Warehouse on Columbia campus (envelopes do not have indicia pre-printed)
- 11) Advance of funds necessary to pay to US Postmaster for non-profit postage using University indicia (USC Admissions must pay postage and mailing service costs separately).

What Mail House will provide and ensure:

- 1) Check all databases provided against National Change of Address database and make address corrections as needed.
- 2) Make an appointment at least three business days in advance with designated Admissions representative to meet Wednesday, July 3 at USC Warehouse on Columbia campus to pick up the following items: freshman prospectus, junior prospectus, Visit Carolina, Money Matters, and 9.5" x 12.5" envelopes. Brochures will be located in fenced cages in the warehouse. Admissions representative will be responsible for unlocking the cages so vendor can access the brochures. Brochures will be in boxes on pallets. A manual (non-automatic) pallet jack is available for use on the warehouse floor, but there is no truck leveler available. The warehouse loading bay is an immovable concrete opening and is approximately 5 feet from the ground, so delivery truck must provide its own leveling device to bridge from the warehouse opening to the truck bed.
- 3) Also, on Wednesday, July 3, pick up Admissions letterhead from USC Printing Services in Columbia.
- 4) Print the four letters on the provided letterhead using high resolution, high-quality laser printer and provide at least ten proofs showing sample data fed from the correct corresponding database for each of the four letters.
- 5) Personalize each letter and corresponding envelope using the databases provided.

- 6) Stuff flat, unfolded letter (front facing flap side of envelope) in matching, personalized envelope with corresponding inserts:
 - a. High school seniors receive a personalized letter, a Freshman Prospectus brochure, a Money Matters brochure, and a Visit brochure. (estimated quantity = 47,000);
 - b. High school juniors receive a personalized letter, a Junior Prospectus brochure, a Money Matters brochure, and a Visit brochure. (estimate quantity = 25,500)
 - c. High school senior honors receive a personalized letter, a Freshman Prospectus, and a Money Matters brochure. (estimated quantity = 5,700)
 - d. High school junior honors receive a personalized letter, a Junior Prospectus, and a Money Matters brochure. (estimated quantity = 2,100)
- 7) Secure appropriate permission in advance and print indicia using USC's nonprofit permit number
- 8) Address envelopes and seal envelopes
- Deliver prepared mailers to US Post Office <u>no later than Friday, July 12</u> (sooner if possible i.e. if materials for vendor available sooner than estimated and/or it suits vendor's schedule).
- 10) Deliver unused materials back to Admission's USC Warehouse (24 hour minimum advance appointment for delivery is necessary) within five business days of completion of job in its entirety.
- 11) Prior to award, vendor shall submit proof of liability insurance for property damage to USC Admissions material from, but not limited to: fire, theft, and vandalism.
- 12) Vendor must be located within a reasonable driving distance from Columbia, SC (approximate distance of 200 miles or less, one-way) in order for USC employees to have the option to visit vendor in person to ensure job progression
- 13) Vendor must mail materials from within the state of South Carolina using the University's nonprofit indicia, because the University of South Carolina's location must be reinforced for prospective students who are not familiar with the institution.
- 14) Supplied data remains the property of the University of South Carolina and vendor agrees to keep mailing list confidential and use solely for the purposes of completing this mailing. Vendor will securely delete all instances of the databases provided for this mailing once the job is complete and sent to US Post Office for mailing.

Inspection Rights Related to Bid-Quote Award

We reserve the right to physically inspect production site and mailing equipment within 24-48 hours after bid opening. Failure to furnish adequate equipment in the time allowed above to perform this mailing service will result in bid-quote rejection as non-responsive. We also reserve the right to request samples of previous mailing projects similar in scope to this project and to see production samples from equipment that will be used for this job. Vendor must be willing to explain in detail how the job will be completed on deadline and provide quality print samples and/or proofs on demand. *This mailer is absolutely critical to the success of recruiting the next fall freshman class. Quality and timeliness made possible by a well-trained and monitored staff, appropriate equipment, and professional output is essential.*

BID SCHEDULE

USC-RFQ-2468-DG

Item	Qty	Unit of Measure	Description	Unit Price	Extended Price
1	1	Lot	Provide Mail Conversion (SEE SPECIFICATIONS)	\$	\$

Resident Vendor Preference

SC End Product Preference

US End Product Preference

Total Price(Line Item 1) \$_____

<u>Note:</u> The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds \$50,000 or the total potential price of the bidder's work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences.

Bidder is to submit the following for preferences requested above:

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

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 - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

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? \Box Yes \Box NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \Box Yes \Box NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \Box Yes \Box 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? \Box Yes \Box 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.)