



## GENERAL CONDITIONS

**DEFAULT:** 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.

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.

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 time 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 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 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 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.

Termination: 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.

Termination for Convenience: 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.

Termination for Cause: 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.

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/>

## **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.

15014  
1/12/15

PRINTING SPECIFICATION SHEET

45885

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurements by reference. MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. SEE ATTACHED SPECIFICATIONS.

VENDOR \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_  
DESCRIPTION Road Piece Brochure InState AGENCY ADMS adms

Agency Contact \_\_\_\_\_ or Carolyn Parks Phone Number 777-3684

Quantity 40,000 Issues Per Yr \_\_\_\_\_ Flat Size 18" wide x 11 high Folded Size 9 x 11" high

Pages: 12  Plus Cover  Self Cover  Other \_\_\_\_\_

Stock Text: \_\_\_\_\_ Other: \_\_\_\_\_  
Cover: 65# smooth cougar cover Other: (no subs, no seconds)

Ink: Text-  1 Color  2 Color  3 Color  4 Color Process  
 5 Color 4cp + PMS202  6 Color  Bleeds (No. 4)  Other: matte or dull aqueous coating in line  
Covers 1&4:  1 Color  2 Color  3 Color  4 Color Process  
 5 Color  6 Color  Bleeds (No. \_\_\_\_\_)  Other: \_\_\_\_\_  
Covers 2&3:  1 Color  2 Color  3 Color  4 Color Process  
 5 Color  6 Color  Bleeds (No. \_\_\_\_\_)  Other: \_\_\_\_\_

MECHANICAL:

Composition & Layout provided by -  Printer  Agency  Camera Ready  Negatives Furnished  Other \_\_\_\_\_

MEDIA: Electronic Transmission-  Modem  E-mail  Other \_\_\_\_\_

Media Format-  IBM  Macintosh  Other \_\_\_\_\_  File copied to media  File printed to media

Media Type-  3.5" Floppy  44/88/200/270 Syquest  EZ 135 Syquest  3.5 Magento Optical  
 CD\_Mac Formatted  5.25" Compact Disk  Iomega ZIP  Iomega Jazz  Other \_\_\_\_\_

Layout Program-  QuarkXpress (Ver. # 4.11)  PageMaker (Ver. # 6.5)  InDesign CC

Graphics Program-  Illustrator (Ver. # CS5)  Freehand  PhotoShop (Ver. # CS5) Other \_\_\_\_\_

Fonts provided by-  Vendor  Agency Font Brand: Adobe Fonts Used- Adobe Open fonts

Color Separating by-  Vendor  Agency Color Trapping by-  Vendor  Agency

PRINTER:  Postscript  PCL  Other \_\_\_\_\_  
Imaging Resolution Required-  600 dpi Min.  1,200 dpi Min.  2,400 dpi Min.  other \_\_\_\_\_

B&W SCANS: Line Screen: \_\_\_\_\_ Scan Resolution: \_\_\_\_\_ Size: \_\_\_\_\_ No. \_\_\_\_\_

4 COLOR SCANS/ SEPARATIONS: Line Screen: 175 Scan Resolution: 300  
Provided by:  Vendor  Agency  Min. size (No. \_\_\_\_\_) 1/2 page (No. \_\_\_\_\_) Full page (No. \_\_\_\_\_)

Agency will provide:  Transparency  Print  Art  Other hi res. digital images

Proofs:  Photo quality, contract color proof  Blueline  Day time Press Check  Other \_\_\_\_\_

Special Applications:  Die Cut  Scoring  Perforations (No. 2)  Embossing  Foil Stamping

Folding:  Yes  No Type \_\_\_\_\_

Binding:  Saddle Stitch  Perfect Bind  Side Staple  3 Hole Drill  Collated  
 Plastic Bind (Color \_\_\_\_\_)  Wire Bind  Other \_\_\_\_\_

Packaging:  Boxed 25# per box  Wrapped per pkg.  Shrink Wrapped per package

Each carton must be labeled with contents and quantity.

Copy Ready Date: 7/3/2015 target date Delivery Date Required 7/24/2015 MUST!

Inside Delivery call 24 hours prior to delivery for instructions Divy Contact & Phone: Hilary Brannon 777-0305

All copy, proofs, etc. must be picked up & delivered in person by contractor rep who is knowledgeable & capable of discussing the contract.

**COST SCHEDULE**  
Printing Specifications

TOTAL COST FOR JOB/ISSUE

\$ \_\_\_\_\_

7/24/2015

Delivery Date

VENDOR \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

Optional costs will be used to adjust the cost for changes to specifications. All items marked must be filled out or bid may be rejected for being non-responsive.

Cost per 1000 for additional quantities at pressrun \$ \_\_\_\_\_

Cost per 1000 for less quantities at pressrun \$ \_\_\_\_\_

Cost per reprint in lots of \_\_\_\_\_ within one year of award

Cost per signature to:  add 2 page signature \$ \_\_\_\_\_  delete 2 page signature \$ \_\_\_\_\_

Cost per signature to:  add 4 page signature \$ \_\_\_\_\_  delete 4 page signature \$ \_\_\_\_\_

Cost per signature to:  add 8 page signature \$ \_\_\_\_\_  delete 8 page signature \$ \_\_\_\_\_

Cost per signature to:  add 16 page signature \$ \_\_\_\_\_  delete 16 page signature \$ \_\_\_\_\_

Cost per page for negative and re-stripping \$ \_\_\_\_\_

Cost for customer alteration: Digital color Proof \$ \_\_\_\_\_ /per page Blueline (per page) \$ \_\_\_\_\_

Cost for Color corrections \_\_\_\_\_ \$ \_\_\_\_\_

**Cost per 1/2 hour**

Cost per halftone: Minimum \$ \_\_\_\_\_ Half-page \$ \_\_\_\_\_ Full-page \$ \_\_\_\_\_

Cost per duotone: Minimum \$ \_\_\_\_\_ Half-page \$ \_\_\_\_\_ Full-page \$ \_\_\_\_\_

Cost per color separation: Minimum \$ \_\_\_\_\_ Half-page \$ \_\_\_\_\_ Full-page \$ \_\_\_\_\_

**Additional Information:**

**Halftones:**

Provided by printer: Minimum size (No. \_\_\_\_\_ ) 1/2 page (No. \_\_\_\_\_ ) Full page (No. \_\_\_\_\_ )

Provided by agency: Minimum size (No. \_\_\_\_\_ ) 1/2 page (No. \_\_\_\_\_ ) Full page (No. \_\_\_\_\_ )

**Four color seps:**

Provided by printer: Minimum size (No. \_\_\_\_\_ ) 1/2 page (No. \_\_\_\_\_ ) Full page (No. \_\_\_\_\_ )

Provided by agency: Minimum size (No. \_\_\_\_\_ ) 1/2 page (No. \_\_\_\_\_ ) Full page (No. \_\_\_\_\_ )

**SPECIAL INSTRUCTIONS**

Deliver 25 samples, printer's proofs, and a copy of final electronic files on disk and a copy of the packing ticket to University Creative Services Office before delivery of completed job. **Each carton must be labeled with contents and quantity.**

A. Vendor printing facilities must be within 150 miles of the Columbia area. Daytime press checks only.  
B. The Road Piece Brochure is USC's major recruiting tool. Only the highest quality, prepress, printing and finishing will be accepted. **Deadline is a must.**  
CARTONS must be substantially constructed to be used for shipping.  
All cartons MUST be marked as to contents and quantity. Vendor is to call Hilary 24 hours ahead to arrange delivery to the University's warehouse 803-777-0305.

**THIS ORDER IS A MUST DELIVERY**

**BID SCHEDULE**

**USC-RFQ-2843-DG**

<b>Item</b>	<b>Qty</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Unit Price</b>	<b>Price</b>
<b>1</b>	<b>1</b>	<b>Lot</b>	<b>Printing of In-Site Road Piece</b>	\$ _____	\$ _____

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)**

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

## 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 - 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).

### **Iran Divestment Act**

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, effective January 5, 2015 the Executive Director of the State Budget and Control Board has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The list is available at the following URL:

[http://www.mmo.sc.gov/PS/20150105\\_SC\\_IDA\\_List-Final.pdf](http://www.mmo.sc.gov/PS/20150105_SC_IDA_List-Final.pdf)

By accepting and fulfilling this Purchase Order, you certify that you are not on the current Iran Divestment Act List and that you will notify the Procurement Officer immediately if you are added to the list.

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.)