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## **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

	tion must be received	d Send quotation to above Attention of:	address	Quotation Number:	Date		
	Print company na		Department reserve technicalities.  1. If an item of the control o	owest delivered price of the items(s is the right to reject any or all quote cannot be furnished, indicate by NO must be signed by the vendor's repromply with this instruction may research to the complete that	O QUOTE. resentative sult in disqu	and term alification 2032	s noted, n of the
		curity No	SC Minority Certification Number (If Applicable)  Signature  Telephonee				
Item No.	Quantity and Unit	Description of Commodity		Unit Price Total Price			

#### **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.

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.

<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.

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: <a href="http://www.sc.edu/hipaa/">http://www.sc.edu/hipaa/</a>

#### **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.

<u>IMPORTANT</u> – 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: 92,600 with option plus or minus 1000.

Mail due date to drop at US Post Office by: Tuesday, July 14, 2015 ABSOLUTE MUST

What USC Admissions will provide to Mail House Awardee (hereinafter referred to as "Mail House") by Tuesday, July 7, 2015:

- Data in Excel file format delivered via thumb drive or electronic encryption (at discretion of USC)
   Mail House must pick up in person from the Admissions office for security reasons if provided via thumb drive.
- 2) Word file with four different letters for high school senior regulars, high school senior honors, high school junior regulars, high school junior honors.
- 3) An itemized list of the final quantities of each of the four categories listed in item #2, above.
- 4) 8.5 x 11 inch admissions office letterhead to be used for letters ready for pickup at USC Columbia campus (USC Printing Services).
- 5) Delivery of print materials may be "either/or" or a combination of the following (to be determined individually between USC Admissions and each printer who is producing print material used for this mailing):
  - a. Pickup by Mail House at USC Warehouse on Columbia campus
  - b. Delivered directly to Mail House from the locations at which they are printed.

Materials include: Freshman prospectus, junior prospectus, Money Matters brochures, admissions letterhead, 9.5" x 12.5" inch Freshman Prospectus outer envelopes (gummed seals) and 9.5" x 12.5" inch Junior Prospectus outer envelopes (gummed seals).

6) 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). Note: USC indicia will be pre-printed on the envelopes.

#### What Mail House will provide and ensure for USC Admissions:

- 1) Meet with Admissions staff in person on the Columbia campus to discuss job details before receipt of materials.
- 2) Call designated Admissions representative no later than Thursday, July 2 for appointment to meet at USC warehouse for materials pickup on Tuesday, July 7 if this is needed (see #5, above).

Materials include: Freshman prospectus, junior prospectus, Money Matters brochures, admissions letterhead and 9.5" x 12.5" inch admissions office outer envelopes (gummed seals).

If print materials need to be picked up by the Mail House from USC, the materials will be located in a fenced cage in a warehouse on the USC campus. Admissions representative will be responsible for unlocking the cage at the time appointed for pick up so Mail House 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. Mail House is responsible for moving of all materials from the warehouse if this is needed.

- 3) Check all databases provided against National Change of Address database and make address corrections as needed.
- 4) Also, by Tuesday, July 7, pick up Admissions letterhead from USC Printing Services in Columbia.
- 5) 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(s) for each of the four letters. Proofs may be electronic, but must show letter format and placement exactly as it will appear on letterhead once printed.
- 6) Personalize each letter and corresponding envelope using the databases provided.
- 7) Stuff flat, unfolded letter (front facing flap-side of envelope) in matching, personalized Freshman Prospectus envelopes with corresponding inserts:
  - a. High school seniors receive a personalized letter, a Freshman Prospectus and a Money Matters brochure. (estimated quantity = 59,000);
  - High school senior honors receive a personalized letter, a Freshman Prospectus and a Money Matters brochure. (estimated quantity = 4,000);

Stuff flat, unfolded letter (front facing flap-side of envelope) in matching, personalized Junior Prospectus envelopes with corresponding inserts:

- c. High school juniors receive a personalized letter, a Junior Prospectus and a Money Matters brochure. (estimate quantity = 28,000);
- d. High school junior honors receive a personalized letter, a Junior Prospectus and a Money Matters brochure. (estimated quantity = 1,600).
- 8) Secure appropriate permission in advance and print indicia using USC's nonprofit permit number on the 9.5" x 12.5" outer envelopes.
- 9) Address envelopes and seal envelopes.
- 10) Deliver prepared mail pieces to US Post Office no later than Tuesday, July 14 sooner if possible i.e. if materials for Mail House available sooner than estimated and/or it suits Mail House's schedule.
- 11) 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.

- 12) Prior to award, Mail House shall submit proof of liability insurance for property damage to USC Admissions material from, but not limited to: fire, theft, and vandalism.
- 13) Mail House 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 Mail House in person to ensure job progression
- 14) Mail House must mail materials from within the state of South Carolina using the University's non-profit indicia, because the University of South Carolina's location must be reinforced for prospective students who are not familiar with the institution.
- 15) Supplied data remains the property of the University of South Carolina and Mail House agrees to keep mailing list confidential and use solely for the purposes of completing this mailing. Mail House will securely delete all electronic instances of the databases procured for this mailing once the job is complete and sent to US Post Office for mailing. Additionally, Mail House will return to Admissions, in person, any external storage device with data supplied by Admissions.

#### 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. Mail House 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-2844-DG

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

Resident Contractor Preference	
Resident Sub-Contractor Preference (2%)	 Number of Sub-Contractors
Resident Sub-Contractor Preference (4%)	 Number of Sub-Contractors
Note: The service preferences do not apply to a price of the bidder's work exceeds \$50,000 or th \$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 <a href="https://www.procurement.sc.gov/preferences">www.procurement.sc.gov/preferences</a>. 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).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's 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). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <a href="http://procurement.sc.gov/PS/PS-iran-divestment.phtm">http://procurement.sc.gov/PS/PS-iran-divestment.phtm</a> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. 9b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

# 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.)