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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

Quota	ation must be receive	Send quotation to above	address	Quotation Number:	Date		,
No La	30 2015	Attention of: Dennis G	allman	USC-RFQ-2873-DG	9	23	2015
	Print company	name and address:	Department reserved technicalities. 1. If an item of the control	owest delivered price of the items is the right to reject any or all quot cannot be furnished, indicate by N must be signed by the vendor's reomply with this instruction may r	es and to war O QUOTE. epresentative esult in disqu	and term	r all
Federal I.D. or Social Security No SC Minority Certification Number (If Applicable)							
Submitted By (Print Name)			Signature Telephonee_				
Item No.	Quantity and Unit	Description of Commodity	or Services		Unit Price	То	tal Price
1	1.0 Lot	Provide Photo Sho	ot Services			\$_	
		(SEE ATTACHED S	SPECIFICATION	S & BID SCHEDULE)			
		FOB DESTINATION gallmand@mailbox		_UDED			
		Vendor e-mail addr	ess:				
	:	A faxed or e-mail qu	uote is acceptable	e.			
		Quotes may be fax	ed to (803) 777-	2032.			

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.

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.

Date: September 22, 2015

Project: Undergraduate Admissions Photo Shoot

Quantity: One consecutive two-day shoot or one consecutive four-day shoot

Due: Shoot to take place by end of October 2015 - ABSOLUTE MUST

Job Specifications:

The Office of Undergraduate Admissions at the University of South Carolina seeks the services of a professional photographer, preferably one who specializes in the field of higher education recruitment, to conduct a multi-day (day-long, early morning to late afternoon each day) series of shoots on site at USC's campus in Columbia, SC by the end of October 2015. The purpose of this job is to update and expand the office's library of images for its unrestricted use in print and electronic communications. Each day for the duration of the scheduled dates, photographer will shoot a series of pre-planned, staged scenes across campus in both indoor and outdoor scenarios. Admissions will provide staff to accompany photographer during entire shooting period and serve as liaison/coordinators.

We seek either a consecutive two-day shoot option or a consecutive four-day shoot option, so a quotation for both options is needed from the photographer. It is vital that the quality and style of the photographer's work be consistent with the admissions office's current image library in order to maintain visual consistency and continuity with existing communications campaigns.

Bidder to provide written quotation for the following for both a two (2)-day and one (1)-day photo shoot option:

- 1) Itemized list of expenses necessary to complete the job, including on-location photography fee, any staff expenses, digital processing fee, cost for hard drive with stored raw images provided to admissions office following shoot completion, transportation and lodging costs (if needed). Include total cost for 2-day and for 4-day job.
- 2) Estimate how many useable, edited/unedited raw and TIFF images we will receive on a hard drive.
- 3) Provide a bio, client list and location of online portfolio of work examples.
- 4) List of consecutive dates available to complete the job.

BID SCHEDULE

LOT 1

Item	Estimated Qty	Unit of Measure	Description	Price
1	1	Lot	Provide Photo Shoot Service 2 day and one shoot	\$

Item	Estimated Qty	Unit of Measure	Description	Price
2	1	Lot	Estimated Total Expenses	\$

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LOT 2

Item	Estimated Qty	Unit of Measure	Description	Price
3	1	Lot	Provide Photo Shoot Service 4 day shoot	\$

Item	Estimated Qty	Unit of Measure	Description	Price
4	1	Lot	Estimated Total Expenses	\$

Total Items 3 & 4 \$	
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Resident Contractor Preference		
Resident Sub-Contractor Preference (2%)	 Number of Sub-Contractors	
Resident Sub-Contractor Preference (4%)	 Number of Sub-Contractors	

<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 - 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 end-product(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 has defined in Section 1563 of the Internal Revenue Code).

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

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? \square Yes \square 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? \square Yes \square 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.)