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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 No La 9	tion must be rece ter Than: 9:00 A		ttention o	ntion to above ac of: Dennis Ga		Quotation Number: USC-RFQ-3026-DG	Date 9	13	2016
	Print company	name :	and addr	ress:	Department reserve technicalities. 1. If an item 2. All quotes failure to conquote.	cannot be furnished, indicate by NC must be signed by the vendor's repromply with this instruction may research.	o QUOTE. resentative	ve any or and term alificatio	r all
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Federa	l I.D. or Social	Security	y No		SC M	finority Certification Number (If Ap	oplicable)		
Submitte	d By (Print Name)_				Signature	Telephonee			
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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: 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.

<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.

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).

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.

Office of Student Media University of South Carolina 332 Russell House University Union 1400 Greene Street Columbia, SC 29208

U.S.C. PURCHASING DEPT 2016 SEP - 1 AM 10: 4!

Printing Specifications for printing the 2016-17 Garnet & Black magazine

SECTION A: CONDITIONS

- 1. Specifications are for printing and delivery of the Garnet & Black magazine.
- 2. Publication Schedule: The Garnet & Black magazine is published **FOUR TIMES PER YEAR**, according to the attached schedule. The schedule may be updated as needed by the Director of Student Media.
- 3. Submission Format/Printing: The Garnet & Black will provide the printer with the job in an **InDesign CC 2015** document via digital transmission or on a DVD-ROM with all fonts, photos and artwork. The printer will be provided with a color laser copy of all pages for reference. All photos and artwork submitted to the printer are to be reproduced with the best of quality as closely to the original as possible. The printer will be responsible for returning all copy and disks to the magazine.
- 4. Submission Schedule: Pickup of all work submitted to the printer will occur at the University of South Carolina, in room 343 of the Russell House University Union, or other campus location designated by the Director of Student Media. Submission deadlines will be according to the attached publication schedule.
- 5. Delivery: Printer will be responsible for delivery of the magazines to room 339 of the Russell House University Union.
- 6. Payment: Payments for printing will be coordinated through the University Purchasing Department with an open purchase order. All invoices are to be mailed directly to the Office of Student Media, ATTN: Business Manager, 343 RHUU, 1400 Greene Street, Columbia, SC 29208.
- 7. Quality: The printer will be required to issue a credit to Garnet & Black for all printing errors brought to the printer's attention within one week from the date of occurrence. This includes, but is not limited to, additional delivery charges due to printer errors. The printer will employ only qualified, professional staff to work on Garnet & Black. Professional printing, with careful attention to detail must be maintained at all times.

- 8. Bidders who have not printed work for Student Media in the last two years must submit samples of work comparable to that in these specifications, which have been printed in the plant which will print the job for which these bids are being submitted. Samples must represent the quality of work which will be reflected in all work performed for Student Media. If samples are requested and are not received within three working days, vendor's bid will be rejected for being nonresponsive.
- 9. Samples of paper to be used in Garnet & Black must accompany the bid.

SECTION B: SPECIFICATIONS

- 1. Quantity: 8,000 copies
- 2. Issues (per year):
- 3. Folded Size: 8 1/2 x 11"
- 4. Stock: 70lb Sappi FLO Gloss White Text
- Number of pages:48 including self-cover
- 6. Ink:
 - Full color 4/4, all pages
 - Bleeds, all pages
- 7. Media:

Electronic submission InDesign CC 2015, Illustrator CC 2015, Photoshop CC 2015, Acrobat XI

8. Printer:
Imaging resolution required 2400 dpi

- 9. Binding: Saddle stitch
- 10. Packaging:
 Boxed, weighing no more than 30 pounds per box.
- 11. Proofs: Color proof for full color signatures and cover

U.S.C. PURCHASING DEPT

12.	Publication schedule: Tentative schedule – Subject to change U.S.C. PURCHASING DEF				
	To the printer	Completed job delivered 2016 SEP - 1 AM 10: 4!			
	Monday, September 26, 2016	Friday, October 7, 2016			
	Friday, October 28, 2016	Friday, November 11, 2016			
	Monday, February 13, 2017	Monday, February 27, 2017			
	Monday, March 20, 2017	Monday, April 3, 2017			

Number of pages	8,000 copies	Additional copies, per 1,000 Up to 11,000	Fewer copies, per 1,000 Down to 6,000
32 pages full color			
40 pages full color			
48 pages full color			
56 pages full color			
64 pages full color			

SECTION C: QUOTATION FOR PRINTING

Additional Charges for Optional Services:

Please provide quote on hourly cost for customer alterations.					
				·	

BID SCHEDULE

USC-RFQ-3022-DG

Item	Estimated Qty	Unit of Measure	Description	Total Price For All Month
1	8000	For Each Month	Garnet & Black Magazine 48-page selfcover full color process Total Price Shall Be For All Four Months (SEE ATTACHEMENT 1 FOR DATES)	\$

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

TOTAL PRICE SHALL BE FOR ALL MONTHS LISTED ON ATTACHEMENT .1

Award will be based on the total for Item.1 However, the University request that the contractor provide additional hourly prices on listed on attachment 1.

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).

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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.)