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University of South Carolina

Purchasing Department 1600 Hampton Street, 6th floor Columbia, SC 29208

DRAWING)

Vendor E-mail:

Request for Quotation Page One

Telephone: (803)			777-4115 THIS IS		THIS IS N	NOT AN ORDER		
Quotar No Lat	tion must be receive ter Than: 17 2017	Send quotation to above Attention of: Dennis G		Quotation USC-	Number: RFQ-3095-DG	Date 2	10	2017
	Print company r	name and address:	Department reserved technicalities. 1. If an item 2. All quotes failure to o quote.	es the right of cannot be for must be sign comply with	ered price of the items(s to reject any or all quotes to repeat this instruction may restrict the compact of the comp	O QUOTE. resentative	ive any o and term	r all
							ě	
Federal	I.D. or Social Se	curity No.	SC M	Inority Cer	tification Number (If Ap	pplicable)_		
Submitted	d By (Print Name)		Signature		Telephonee			
Item No.	Quantity and Unit	Description of Commodity	or Services		1	Unit Price	To	otal Price
	See Bid Schedule	Provide all labor, equipment and materials to furnish T-Shirts for USC Undergraduate Admissions Bid as Specified AWARD WILL BE MADE TO ONE VENDOR Point of Contact: Dennis Gallman/803-777-4115						
		E-MAIL: gallmand(FOB DESTINATIO (SEE ATTACHED	@mailbox.sc.edu N FREIGHT INC	LUDED				

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.

Bids are requested for the Furnishing and Delivery of T-Shirts for the Office of Undergraduate Admissions for the University of South Carolina, per the attached specifications.

Vendor must produce 5,600 shirts, or an amount mutually agreed upon by the University. The sizes for the shirts will range from Adult Small to Adult Extra Large. All sizes are specified on the following pages.

- 1) PARTIAL DELIVERY OF THE SHIRTS MUST BE COMPLETED BY MARCH 1, 2017, OR A DATE MUTULLY AGREED UPON BY THE UNIVERSITY. DELIVERY WILL CONTINUE THROUGHOUT THE SPRING AS REQUESTED BY THE UNIVERSITY, WITH COMPLETE DELIVERY OF SHIRTS TO BE COMPLETED BY MAY 5, 2017.
- 2) ALL SHIRTS MUST BE GILDAN ULTRA COTTON OR HANES BEEFY TEES SHORT SLEEVE IN COLORS LISTED IN CHART BELOW. NO SUBSTITUTIONS.

Items Quoted To Be As Indicated or Approved Equal.

- 1. The vendor must have ready and direct access to a postscript printer, Illustrator CS5.5, InDesign CS5.5, Photoshop CS5.5 and the ability to generate separations from vector and raster electronic files: .ai, .indd and .eps formats. Undergraduate Admissions will not provide separations. Printer must be able to provide 6-color printing and front and back-side printing. Front printing will be centered toward the top of the shirt, and back printing will be a large design centered on back of tee.
- Shirt designs will be submitted with the shirt color incorporated into the design. Printer will add or remove colors/separations to compensate to achieve the design.
- 3. The vendor's bid will take into account any required double-printing due to light ink on a dark shirt, maintaining appropriate coverage and quality and not omitting second runs if necessary. Vendor will assume that a light ink on a dark shirt requires a double-run. Vendors' bid will include appropriate white background if needed for other colors on a dark shirt. Shirts with faded color due to lack of a second run or white background will be reprinted and delivered at vendor's expense in a timely manner by the shirt distribution date.

- 4. The vendor will receive color .ai, .eps, (Adobe Illustrator CS5.5) or .indd (Adobe InDesign CS5.5) file of each design. If the final shirt does not match the submitted design (with the exception of slight color differences due to screen color and printer ink discrepancy), all shirts of that design will be reprinted at no cost to us in a timely manner. Problems arising from color unavailability will be brought to the attention of Undergraduate Admissions before printing for approval/resolution.
- 5. Ink colors will be "standard" or premixed inks (red, blue, green) unless a specific Pantone color is specified. Refer to bid and shirt orders for shirt colors; do not visually rely on the colors as viewed on a computer monitor.
- 6. The vendor must have the ability and willingness to receive files and conduct correspondence efficiently via email.
- 7. The vendor must have the ability to handle screens as well as solid ink coverage. Vendor must be able to convert a percentage of ink specified in the file to an appropriate halftone screen for shirt production.
- 8. The vendor must be able to accept a purchase order.

The following specifications detail BeAGamecock T-shirts for Spring 2017, to be supplied and delivered as follows:

Quantity 5600 Total T-Shirts – broken down by Size

Total of 2 Designs, 1 Design on Front and 1 Design on Back

All shirts are to be #2000 Gildan Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton or Hanes Beefy Tees. T-shirts are garnet with white designs. Garnet needs to be Gamecock Garnet (Pantone 202 C), or as close to Pantone 202 C as possible.

BIDDING SCHEDULE/USC RFQ-3095-DG

QUANTITY	ITEM 1	UNIT	TOTAL
5600	T-shirt Brand: Gildan Ultra Cotton100% preshrunk cotton or Hanes Beefy Tee		
	Sizes: 2000 (small),	\$	\$
	2000 (medium),	\$	\$
	1120 (large),	\$	\$
	480 (x-large) Short Sleeve	\$	\$
	Shirt Color: garnet Front Imprint Design: BeAGamecock Front Imprint Color(s): 1 colors Back Imprint Design: SC state art with "USC" and the tail feathers inlaid Back Imprint Color(s): 1 colors	Total Price	\$

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)] or a single award with a total potential value in excess of \$5000.

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? □ 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.)