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University of South Carolina
Purchasing Department
1600 Hampton Street, 6th floor
Columbia, SC 29208

# Request for Quotation Page One

اااا رکی			Telephone: (803) 777-4115		THIS IS N	OT AN	ORDEF	2
Quota No La 3	tion mus	st be received 9:00 AM 2018	Send quotation to above address Attention of: Dennis Gallman	`	on Number: C-RFQ-3262-DG	Date	02	2018

CENT D	Print company name and address:			
1				

Please quote your lowest delivered price of the items(s) listed below. The Purchasing Department reserves the right to reject any or all quotes and to waive any or all technicalities.

- 1. If an item cannot be furnished, indicate by NO QUOTE.
- 2. All quotes must be signed by the vendor's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
- 3. FAXED QUOTES ACCEPTABLE. FAX # (803) 777-2032

Federa	l I.D. or Social Se	curity No SC Minority Certification Number	(If Applicable)	
Submitte	d By (Print Name)	Signature Telep	honee	
Item No.	Quantity and Unit	Description of Commodity or Services	Unit Price	Total Price
1	1.0 Lot	Printing of 2018 Transitions Textbook per the		
		attached printing specification sheet and cost schedule.		\$
į		FOB DESTINATION FREIGHT INCLUDED		
		gallmand@mailbox.sc.edu		
		Vendor must be within 150 Miles From Columbia SC		
		Vendor e-mail address:		
		A faxed or e-mailed quote is acceptable.  Quotes may be faxed to (803) 777-2032.		

### **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 on 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 services 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 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.

<u>Termination for Convenience</u>: SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

<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>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention

### **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? ☐ 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

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

□ SBA 8 (a) certification referral

□ Other minorities (Native American, Asian, etc.)

### STATE OF S.C. PRINTING SPECIFICATION SHEET

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

VENDOR	AUTHORIZED SIGNATURE
DESCRIPTION:	2018 Transitions Textbook AGENCY: University 101
AGENCY CON	TACT: Carrie Van Haren PHONE NUMBER: 803-777-8869
QUANTITY (pe	r issue): 5000 ISSUES (per year): FLAT SIZE: 16x20 FOLDED SIZE: 8" x 10"
PAGES: <u>250</u>	DLUS COVER SELF COVER OTHER:
STOCK: Text	t: 70# white opaque offset Other:
Cover:	120# endurance gloss cover Other:
INK: Text -	☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 3 Color ☐ 4 Color Process
	5 Color 6 Color Dther: Bleeds (No)
Covers 1 & 4 -	☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process
(Front & Back)	5 Color 6 Color Other: flood soft touch aqueous + spot gloss UV
	⊠ Bleeds (No. <u>4</u> )
Covers 2 & 3 -	☐ 1 Color ☐ 2 Color ☐ 3 Color ☐ 4 Color Process
(Inside front Inside Back)	5 Color 6 Color 7 Other: 8 Bleeds (No)
MECHANICAI	L: Composition and Layout provided by - Printer Agency Camera Ready Negatives Furnished
	Other: Erin Morris, erin@evergreendesignstudio.com
MEDIA:	Electronic Transmission -
Media Format -	IBM Comp. 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" Magneto Optical
	☐ 5.25" Magneto Optical ☐ 5.25" Compact Disk ☐ Iomega ZIP ☐ Iomega Jazz ☐ Other: <u>file download</u>
	n - Quark Express (Vers. #)
	am - Illustrator (Vers. #) Freehand (Vers. #) PhotoShop (Vers. #) Other: InDesCS6
	ided by - Vendor Agency Typeface Brand: Fonts used:
Color Separatin	ng by - ⊠ Vendor □ Agency Color Trapping by - ⊠ Vendor □ Agency
PRINTER:	
I	maging Resolution Required - 600 dpi 2400 dpi 2400 dpi Other:
B&W SCANS:	Line Screen Required: Scan Resolution Required: Size: (No. ) Size: (No. )
FOUR-COLOR	SCANS/ Line Screen Required: Scan Resolution Required:
SEPARATION	
	Provided by: Printer Agency Min. size(No. ) Page (No. ) Full Page (No. )
	Agency will provide Transparency Print Art Other:
	Type of proof:
PROOFS:	
FOLDING:	
BINDING:	☐ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☐ Collated
	Plastic Bind (Color)   Wire Bind Other (wire coil bind)
COPY READY	DATE: March 12 DELIVERY DATE REQUIRED: April 9 - see notes on page 2 in "Additional Information" section
	☐ Inside Delivery see notes
⊠ all	COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE

AND CAPABLE OF DISCUSSING THE CONTRACT

### **COST SCHEDULE**

**Printing Specifications** 

Total Cost For Job/Issue				<b>a</b>
Delivery Date				
Vendor		Authori	zed Signature	
Optional costs will be used non-responsive.	d to adjust the cost for changes to specification	ons. All items n	narked must be filled out or bid	may be rejected for being
Cost per 100	for additional quantities at pressrun			\$
Cost per	for less quantities at pressrun			\$
Cost per reprint in lots	of 250 within one year of award			\$
Cost per signature to:	Add 2 page signature \$	_	□ Delete 2 page signature	\$
Cost per signature to:		_	□ 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 nega	tive and re-stripping			\$
Cost for customer alter	ration: Laser Proof \$		Page/Blueline (per line)	\$
Cost per B&W Scan:	Minimum \$	Half Page\$_	Full Pa	ge \$
Cost per duotone:	Minimum \$	Half Page \$_	Full-Pa	ge \$
Cost per color separati	on: Minimum \$	Half-Page \$	Full-Pa	ge \$

### Additional Information:

5000 total printed books delivered in 3 separate quantities on different dates in different locations:
850 to be delivered Monday, April 9, 2018 to University 101 Programs, USC, 1728 College St, Columbia, SC 29208
2075 to be delivered Wed., August 1, 2018 to Barnes and Noble #240, Russell House Bookstore, 1400 Greene St, Columbia, SC 29208
2075 to be delivered Wed., August 15, 2018 to Barnes and Noble #240, Russell House Bookstore, 1400 Greene St, Columbia, SC 29208

### **BID SCHEDULE**

Item	Estimated Qty	Unit of Measure	Description	Price
1	1	Lot	Printing of 2018 Transitions Textbook	\$

Resident Vendor Preference	
SC End Product Preference	
<b>US End Product Preference</b>	

Note: The commodity 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)]

#### 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 - 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).