

Request for Quotation

Page One

THIS IS NOT AN ORDER

Purchasing Department | 1600 Hampton Street, Suite 606 | Columbia, SC 29208 | (803) 777-4115

Quotation must be received no later than: 10:00 AM	Send Quotation to above address at Attention of:	Solicitation Number:	Posting Date:
11 13 2018	Tracy Fountain	USC-RFQ-3402-TF	11 05 2018

Questions regarding this solicitation must be received no later than <u>11-8-2018 10:00 A.M.</u> Answers to vendor questions will be posted to the Purchasing Department's website in an amendment to the solicitation: <u>purchasing.sc.edu/sa.php</u>

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

- 1. All Quotes must be signed by the vendor's representative per the terms noted. Failure to comply with these instructions may result in disqualification of the quote.
- 2. Faxed (803) 777-2032 or E-mailed (fountai3@mailbox.sc.edu) Quotes are acceptable and preferred.
- 3. This solicitation conforms to the provisions of Procurement Code Section 11-35-1550.

Vendor		
Name		
Vendor		
Address		
Phone	E-mail	
Number		
FEIN/SSN	SC Minority	
	Cert No.	
Print Name	Signature	

Item	Unit	Description of Supplies	Total Price
1	Lot	Furnish and Deliver Screen Printed T-Shirts as specified in bid schedule. Price to include all shipping and handling fees.	\$
		Award will be made to one vendor. Quote only as specified. Do not include sales tax.	
Delivering shall be EOD Destination. A fewed on a mailed queta is accordable			

Deliveries shall be FOB Destination. A faxed or e-mailed quote is acceptable.

Buyer: Tracy Fountain Phone: (803) 777-4115 E-mail: fountai3@mailbox.sc.edu

TERMS AND CONDITIONS

All amendments to and interpretation of this Request For Quotes 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.

Unit prices will govern over extended prices unless otherwise stated. Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline.

Award will be made in accordance with Section 11-35-1550 of the South Carolina Consolidated Procurement Code. Award will be made to one offeror for the complete lot.

All materials and products offered must be guaranteed to meet and comply with the requirements of all specifications, terms, and conditions indicated in this solicitation.

The University reserves the right to: (1) reject any and all quotations and to cancel the solicitation; (2) waive any and all technicalities; (3) reject any quotation in which the delivery time indicated is of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; (4) reject ambiguous quotations which are uncertain as to terms, delivery, quantity, or compliance with specifications.

The successful bidder 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 solicitation, 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 offeror 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.

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.

QUESTIONS FROM BIDDER: Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than November 7, 2018 at 10:00 AM EST. Submit any communication regarding this solicitation to the Procurement Officer and include the solicitation number and description. Oral explanations or instructions will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack thereof would be prejudicial to other prospective offerors. The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer as soon as possible regarding any aspect of this procurement, including this solicitations, that unnecessarily or inappropriately limits full and open competition.

Information for Submitting Questions

Buyer: Tracy Fountain

Via email to fountai3@mailbox.sc.edu

Subject: USC-RFQ-3402-TF Furnish and Deliver Screen Printed T-Shirts

Fax Number: (803)777-2032

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/o equipment as listed. [01-1015-1]

CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: http://www.scstatehouse.gov/code/statmast.php The South Carolina Regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php [02-2A040-2]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

DEFAULT

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. In case of 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.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

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.sa.sc.edu/shs/hipaa/

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PAYMENT & INTEREST (FEB 2015) (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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(B)(4) provides a preference to vendors offering South Carolina end-products or US endproducts, if those products are made, manufactured, or grown in SC or the US, respectively. An endproduct 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 (as defined in Section 1563 of the Internal Revenue Code).

PREFERENCES - BID SCHEDULE

All preferences must be claimed by initialing in the space provided in the bid schedule. Preferences are applied by line item whether the award is to be made by line item or lot. If you request a preference, you are certifying that your offer qualifies for the preference you have claimed. If you qualify for a preference but do not request it, you are not entitled to receive preference applications per 11-35-1524.

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SAMPLES (**JAN 2006**): Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Send Sample To: Purchasing Department, 1600 Hampton Street Suite 606, Columbia, SC 29208 Mark to attn of buyer listed on cover page. [02-2B130-1]

SHIPPING / RISK OF LOSS

FOB Destination. Destination is the shipping dock of the University of South Carolina's designated receiving site, or other location, as specified herein.

STATE OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: https://www.scemd.org/?/planandprepare/disasters/index.php

TERMINATION FOR CONVENIENCE – 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.

VENDOR IDENTIFICATION

The University must have your Federal ID Number (company) or Social Security Number (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.

WARRANTY - STANDARD (JAN 2006)

Contractor must provide the manufacture's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

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? \Box Yes \Box NO
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \square Yes \square NO
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? \square Yes \square 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

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provide the information above for each minority business.)

SCOPE OF WORK / SPECIFICATIONS

The purpose of this solicitation is to **Furnish and Deliver Screen Printed T-Shirts as specified** for the University of South Carolina. Quote the items indicated in the Bidding Schedule.

All items must be new. Award will be made by lot.

After award, all deliveries shall be made to the location specified by the University of South Carolina in its purchase order. Deliveries shall be FOB Destination, freight prepaid, with all fuel surcharge/hazardous fees included. **Price to include all shipping, handling and installation fees.**

Delivery Location:

University of South Carolina Columbia, South Carolina.

Vendor must produce 5,800 shirts, or an amount mutually agreed upon by the University. Quantities subject to change based on budgetary requirements. Unit price governs.

The sizes for the shirts will range from Adult Small to Adult 2XL. All sizes are specified on the following pages.

- 1) FULL DELIVERY OF THE SHIRTS MUST BE COMPLETED BY JANUARY 11, 2019, OR A DATE MUTULLY AGREED UPON BY THE UNIVERSITY.
- 2) ALL SHIRTS MUST BE GILDAN ULTRA COTTON OR HANES BEEFY SHORT-SLEEVE TEES IN COLORS LISTED IN FOLLOWING CHART (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.
- 2. 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.
- 9. **Sample Required**: Please provide one sample T-shirt, size small with screen print for evaluation.. Please provide a self-addressed postage paid envelope if you wish to have the sample returned.

The following provides specifications for the "Spurs up" t-shirts and delivery.

Lot 1

Description			
QUANTITY	Total of 5,800 Short Sleeve T-Shirts – broken down by size		
Design on the Front	Screen Print Color White. See picture for details		
Design on the Back	Screen Print Color White. See picture for details		
Choice of Brands		Color	
		Gamecock Garnet (Pantone 202 C)	
Gildan	#2000 Ultra Cotton Adult Tee 6.1 oz.,	Garnet	
	100% preshrunk cotton		
Hanes	Beefy Tees	Cardinal	

DESIGN ON THE FRONT



DESING ON THE BACK



BID SCHEDULE

Proposed equal products must meet all specification requirements. Proposed substitutions shall be submitted with full details for review. Quantities subject to change based on budgetary requirements. Unit price governs. Prices to include all shipping and handling fees. Sample required.

Lot 1

Item #	Quantity	Description	Unit Price	Extended Price
1	800	Size Small - Screen Printed - Garnet Gildan - #2000 Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton. Short Sleeve		
2	2,000	Size Medium - Screen Printed Gildan - #2000 Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton. Short Sleeve		
3	2,250	Size Large - Screen Printed Gildan - #2000 Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton. Short Sleeve		
4	500	Size Extra Large - Screen Printed Gildan - #2000 Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton. Short Sleeve		
5	250	Size 2 Extra Large - Screen Printed - Garnet Gildan - #2000 Ultra Cotton Adult Tee 6.1 oz., 100% preshrunk cotton. Short Sleeve		

Lot 2

Item #	Quantity	Description	Unit Price	Extended Price
1	800	Size Small - Screen Printed - Cardinal Hanes – Beefy Tees. Short Sleeve		
2	2,000	Size Medium - Screen Printed - Cardinal Hanes – Beefy Tees. Short Sleeve		
3	2,250	Size Large - Screen Printed - Cardinal Hanes – Beefy Tees. Short Sleeve		
4	500	Size Extra Large - Screen Printed - Cardinal Hanes – Beefy Tees. Short Sleeve		
5	250	Size 2 Extra Large - Screen Printed - Cardinal Hanes – Beefy Tees. Short Sleeve		

Resident Vendor Preference	
SC End Product Preference	
US End Product Preference	

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)]

Delivery Date (ARO):	January 11, 2019	
	Total \$	