D H E C
PROMOTE PROTECT PROSPER
South Carolina Department of Health
and Environmental Control

BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
http://www.scdhec.net/procurement

REQUEST FOR PRICE QUOTATION

THIS IS NOT AN ORDER

Quotation must be received by	Mail or fax quotation to above address	Solicitation number:	Date issued:
Date: October 10, 2008 Time: 2:30 p.m. E T	to ATTN.: Wayne A. Tesh, Jr. Wayne A. Tesh, Jr.	RFQ-34955-10/10/2008-WAT	October 1, 2008

Description: To provide layout and printing of "2009 Count Your Steps" calendar.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature	Printed Name		Date Signed
Company			Social Security or Federal Tax Number
Mailing Address			Area Code and Phone Number
City	State	Zip Code	Toll Free Phone Number
E-mail Address			Fax Number

Any amendments to this solicitation will be posted at http://www.scdhec.net/procurement

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

PURPOSE and SCOPE OF WORK: To provide layout and printing of "2009 Count Your Steps" calendar.

SPECIAL CONDITIONS

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder and in the quantity which is deemed most beneficial to DHEC
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by October 10, 2008 by 2:30 p.m. ET
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **ANTICIPATED SHIP TO:** S. C. DHEC; 2600 Bull Street; Columbia, SC 29201
5. **INVOICING:** Invoice must be itemized and sent to: S.C. Department of Health and Environmental Control
   Bureau of Financial Management
   2600 Bull Street
   Columbia, SC 29201-1708.
6. **CONTACT PERSON:** The contact person for this solicitation is: Wayne A. Tesh, Jr. , Procurement Officer DHEC, Bur. of Business Mgt., Div. of Procurement Services; (803) 898-3484
7. **MODIFICATIONS:** Any modification must have prior approval from the procurement official before proceeding with the project.
8. **PRINTING GUIDELINES**: All printing guidelines referenced in the South Carolina Government Printing Services Manual, dated January 1, 1998, shall apply.
9. **DELIVERY**: The delivery cost will be included in the unit price.
10. **OVERRUNS/UNDERRUNS:** No over runs or under runs will be accepted.
11. **2008 Calendar:** A copy of the 2008 calendar is available for inspection by appointment with the procurement officer (803) 898-3484.
12. **PEFRORMANCE TIME FRAME:** The receipt of these calendars must be on or before November 17, 2008. The ability to meet this requirement may be a factor in the award process.

SPECIFICATIONS AND BIDDING SCHEDULE:

Printing of 2009 calendar titled "2009 Count Your Steps"
See State of S.C. Printing Specification sheet on page 3 and Addendum to printing Specification sheet on pages 4-5 for complete details.
Provide unit price and total price for each quantity listed below. See #1 "Award" under Special Conditions (Page 2).

1. Quantity - 10,000 Unit Price/Each: _____ Total Price: _____
2. Quantity - 12,500 Unit Price/Each: _____ Total Price: _____
3. Quantity - 15,000 Unit Price/Each: _____ Total Price: _____
4. Quantity - 17,500 Unit Price/Each: _____ Total Price: _____
5. Quantity - 20,000 Unit Price/Each: _____ Total Price: _____
6. Quantity - 22,500 Unit Price/Each: _____ Total Price: _____
7. Quantity - 25,000 Unit Price/Each: _____ Total Price: _____
8. Quantity – 27,500 Unit Price/Each: _____ Total Price: _____
9. Quantity - 30,000 Unit Price/Each: _____ Total Price: _____

U.S. End Product? (Y/N) _____ **S.C. End Product? (Y/N)** _____

Delivery: _____ **The calendars are needed on or before November 17, 2008.**

Additional Costs:	
Additional 1 set color laser proof of cover-design and layout of a single month	$ _____
Additional 1 set color laser proof of the entire calendar design and layout	$ _____
Additional 1 set Assembled, black laser proof of the entire calendar	$ _____
Additional 1 set Assembled, accurate full color proof of the entire calendar	$ _____

STATE OF S.C. PRINTING SPECIFICATION SHEET

WAT

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: **Count Your Steps wall calendar, 2009** AGENCY: **SC Department of Health & Environmental Control**

AGENCY CONTACT: **See solicitation** PHONE NUMBER: **See solicitation**

QUANTITY (per issue): **See sol** ISSUES (per year): _____ FLAT SIZE: **11"w x 17"h** FOLDED SIZE: **11"w x 8-1/2"h**

PAGES: **24 panels** ☒ PLUS COVER ☐ SELF COVER ☐ OTHER: ____

STOCK: Text: **80# gloss text, white, recycled** Other: _____

Cover: **80# gloss cover, white, recycled** Other: _____

INK: Text - ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process
☐ 5 Color ☐ 6 Color ☒ Other: **solids, varnish @** ☒ Bleeds (No.@@)

Covers 1 & 4 - (Front & Back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process
☐ 5 Color ☐ 6 Color ☒ Other: **solids, varnish @** ☒ Bleeds (No.@@)

Covers 2 & 3 - (Inside front Inside Back) ☐ 1 Color ☐ 2 Color ☐ 3 Color ☒ 4 Color Process
☐ 5 Color ☐ 6 Color ☒ Other: **solids, varnish @** ☒ Bleeds (No.@@)

MECHANICAL: Composition and Layout provided by - ☒ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished
☒ Other: **Reference sample provided by Agency.**

MEDIA: **Electronic Transmission -** ☐ Modem ☐ E-mail ☐ Other: _____

Media Format - ☒ IBM Comp. ☒ Macintosh ☒ Other: **See Addendum** ☒ 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: _____

Layout Program - ☐ Quark Express (Vers. #____) ☐ PageMaker (Vers. #____) ☒ Other: **In-Design CS3**

Graphics Program - ☐ Illustrator (Vers. #____) ☐ Freehand (Vers. #____) ☒ PhotoShop (Vers. #____) ☒ Other: **Wrd 2000**

Typefaces provided by - ☒ Vendor ☒ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☒ Vendor ☐ Agency **Color Trapping by -** ☒ Vendor ☐ Agency

PRINTER: ☐ PostScript ☐ PCL ☐ Other: ____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 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: **300 dpi**

SEPARATIONS:

Provided by: ☒ Printer ☐ Agency ☐ Min. size(No. ____) ☐ ½ Page (No. ____) ☒ Full Page (No. **18 ***)

Agency will provide ☐ Transparency ☒ Print ☒ Art ☒ Other: **See Addendum**

Type of proof: ☒ Match Print ☐ Dye Sublimation ☒ Other **, ***

PROOFS: ☒ Laser (Sets **2*****) ☐ Page (Sets ____) ☐ Blueline (Sets ____) ☒ Other ***

FOLDING: ☒ Yes ☐ No ☒ Type **half** **SPECIAL APPLICATIONS:** ☐ Die Cut ☐ Scoring ☐ Perforations (No____)

BINDING: ☒ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☒ Collated
☐ Plastic Bind (Color _____) ☐ Wire Bind ☒ Other ~~%, Drill single, small diameter hole for hanging calendar~~

PACKAGING: ☒ Boxed **100's** per box ☐ Wrapped ____ per pkg. ☐ Shrink Wrapped _____ per pkg.

COPY READY DATE: **As specified herein** **DELIVERY DATE REQUIRED:** **Balance due no later than Monday, Nov 17, 2008**

☐ Inside Delivery **Prepared 09/08/08 RPW**

☒ ALL COPY, PROOFS,ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT

Addendum to State of South Carolina Printing Specification Sheet

Graphics Design and Printing Requirements/Timeline

1. Graphics layout of 2009 calendar publication, based upon 2008 calendar layout with revisions. The design consists of full-bleed, full-color coverage, with new health alert tips or messages boxes, miniature previous-and-future month planners.
   The finished calendar is half-folded and "saddle-stitch" bound. Please note mandatory accurate full-color and black ink proofs, special packaging requirements, as indicated elsewhere in this document.
2. DHEC will provide an IBM-compatible Compact Disk- Recordable (CD-R) containing high resolution photographs, which may be printed by the Vendor at full-landscape, 300 dpi, 8-1/2" x 11" in CMYK for use in the completed calendar. Additionally, one portrait-style photograph will be furnished.
3. DHEC will provide a sample copy of 2008 calendar design, and guidance regarding placement of photographs in the new publication.
4. An active collaboration must occur during the design layout and printing processes between DHEC Representative and Vendor, including the Graphics Designer, concerning critical design preferences, approval of proofs, and final delivery of printed materials.
   The Vendor must advise DHEC Representative of potential problems, within the design layout and printing stages, preventing a seamless print process, and must work actively to resolve any issues, should they arise.
   The file must contain all links and fonts to print the project properly.
   The Graphics Designer must assist in reviewing the printer's proof.
5. The completed full-color calendar includes various-sized photographs, with solid areas and possible reverse ink areas. All coverage is varnished, and nearly all sheets bleed throughout the calendar.

6. Proof requirements are as follows:
   Design/Layout
   1 set Color laser proof of cover-design and layout of a single month
   1 set Color laser proof of the entire calendar design and layout
   Printer
   1 set Assembled, black laser proof of the entire calendar
   1 set Assembled, accurate full-color proof of the entire calendar
   Note: At the option of DHEC Representative, additional proof sets may be required from Vendor.
7. Tentative Timeline for completion of this 2009 calendar:
   Following collaboration and approval by the Agency Representative, the Successful Vendor may provide partial shipment/delivery by Monday, November 17, 2008.

Agency Property and Reproduction of Materials All artwork, mechanicals or samples provided to-or-by the Successful Vendor in the design and layout of this booklet remain/become property of SC Department of Health & Environmental with full copyright and reprint/reproduction privileges in any media. These materials must be returned to Agency Representative at the completion of project, prior to payment.

Successful Vendor Pick-up of Computer Files Following award of contract or date indicated, unless otherwise stated, the Successful Vendor, including the Vendor's Graphic Artist assigned to this project, will be responsible for arranging pick-up of all related materials and discussion of requirements by appointment with Ms. Peggy Webb, Agency Representative, 803-898-3808, SC-Department of Health & Environmental Control, 2600 Bull Street, Columbia, SC.
Composition supplied on the Compact Disk-Recordable (CD-R) format. Accurate access of file information contained therein is the responsibility of the Successful Vendor. If needed S.C. DHEC will provide the name and telephone number of the photographer who supplied the pictures on the CD-R for consultation purposes.

1. All Visitors must enter/register at the lobby, and shall use a temporary pass inside the complex.
2. Visitors' parking is located along Bull Street in front of the Sims/Aycock Complex.

Recommended Qualifications of Graphic Artist The Successful Vendor is encouraged to provide a Graphic Artist who possesses a professional-level knowledge and skill of graphics-design computer software to execute the work required, and to provide the Agency Representative on-going consultation during the design phase. The Graphic Artist performing the design/layout is required to be available during normal Agency business hours of 8:30AM--5:00PM, and must communicate directly with the Agency Representative.

Graphics Files, Photographs and Print Quality All completed materials must display the highest print-quality characteristics. Typefaces must be crisp and sharp, illustrations, including photographs, must appear as approved by the Agency Representative during the proofing process. Color must remain accurate and consistent throughout the publication and the complete production. The Agency will provide:

Photographs provided on CD:
Software: PhotoShop 8 CS
Resolution: Minimum 300 dpi
Pixel: Minimum 3300 (w) x 2250 (h)
Size: 11" (w) x 8-1/2" (h) (Landscaped, cropped)
Color: RGB
Megabytes: 3.28

Layout Template provided on CD:
Software: Macintosh-based InDesign CS-3

Explanation of Details for State of S.C. Printing Specification Sheet on page 3

Tips for Layout provided on CD:
Software: Microsoft Word 2000

@ All pages are fully varnished. DHEC logo(s) are imprinted in Process 348 Green and Black ink for each month.

@@ When viewed, fully opened and disassembled, the completed publication consists of **one** cover sheet and **six** text sheets as described below:

No. Sheets	Size/Type	Side	Position	Sheet Bleeds
1	11' x 17" cover	1	Cover-4/Cover-1	3 sides
		2	Cover-3/Cover-2	

No. Sheets	Size/Type	Side	Position	Sheet Bleeds
1	11" x 17" text	1	Pages 1/24	all sides
		2	Pages 2/23	
1	11" x 17" text	1	Pages 22/3	all sides
		2	Pages 21/4	
1	11" x 17" text	1	Pages 20/5	all sides
		2	Pages 19/6	
1	11" x 17" text	1	Pages 18/7	all sides
		2	Pages 17/8	
1	11" x 17" text	1	Pages 16/9	all sides
		2	Pages 15/10	
1	11" x 17" text	1	Pages 14/11	all sides
		2	Pages 13/12	

* The anticipated number of photographs is 18, however, the Agency reserves the option to decrease number of photos to be used in the final, approved calendar.

** Important, please refer to Numbers 6 & 7, "Proof Requirements" and "Tentative Timeline" within this document. Color laser, match-print, and blueline proofs are mandatory of the entire calendar.

*** In lieu of proof delivery to reduce the potential for delay, the DHEC reserves the option to visit the Successful Vendor's premises for on-site review and approval of the proofs.

% Opposite spine, on closed calendar, one small diameter hole centered and punched to permit wall hanging of opened calendar.

South Carolina Resident Vendor Preference

This following information explains the actions to be taken when applying for the South Carolina resident vendor preference.

Resident vendor as defined by Section 11-35-1524 of the SC Consolidated Procurement Code: A vendor is considered to be a resident of this State if the vendor is:

(a) an individual, partnership, association, or corporation that is authorized to transact business within the State,
(b) maintains an office in the State,
(c) maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and
(d) has paid all assessed taxes.

TO MAKE CLAIM FOR THIS PREFERENCE IN THE AWARD OF THIS BID, THE PERSON SIGNING THE BID MUST PLACE THEIR INITIALS HERE:_____.

*ADDRESS & PHONE NUMBER OF S.C. OFFICE. (MUST BE COMPLETED IF MAKING CLAIM)

_____

PHONE#_____

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE
(Product preference does not apply to services.)

By signing bid and checking the appropriate space(s) provided and **identified on the bid pricing schedule**, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or the United States.

EXCEPTIONS TO PREFERENCES
Exceptions. This section shall not apply (1) to any procurements conducted under Article 9 of the Code, (2) to any prime contractor or subcontractor providing materials or services relating to permanent improvements to real estate, (3) to any solicitation, bid, offer, or procurement when the price of a single unit of the end-product is more than $30,000 whether or not more than one unit is bid or offered, (4) to any solicitation, bid, offer or procurement where the contract award is less than $10,000, or (5) to any solicitation conducted under Section 11-35-1530 of the Code.

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ

INSTRUCTIONS TO BIDDERS

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085
5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
6) Submit your signed RFQ on this form.
7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information th could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom o Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected o otherwise disregarded.
13) **Failure to respond** to three consecutive RFQ□s may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgement shall be subject to the punishment as provided by Section 16-9 210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafte provided".
16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products o services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attendin the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from

the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.

20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
24) **Default:** In case of default by the contractor, DHEC 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.
25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
35) **S.C. Law Clause:** 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 which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the

successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself 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 of South Carolina.

36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
39) **Confidentiality Policy**: The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
    a. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
    b. Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
    c. DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

44) **FOB Destination**: All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.