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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 Date: January 20, 2009 Time: 2:30 pm ET	Mail or fax quotation to above address to ATTN.: E. Madison Winslow	Solicitation number: RFQ-35176-1/20/09-EMW	Date issued: 1/6/09

Description: Contract to provide reagents to perform Immunohematology Diagnostic Testing for ABO and Rh Typing and Antibody Screening for the South Carolina Department of Health and Environmental Control.

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.

Drug-Free Workplace: Required by Section 44-107-10 (Drug Free Workplace Act) of the South Carolina Code of Laws, 1976, as amended. By submission of a bid, the bidder certified that he/she will comply will 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.

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

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFQ-35176-1/20/09-EMW

PURPOSE and SCOPE OF WORK: Contract to provide reagents to perform Immunohematology Diagnostic Testing for ABO and Rh Typing and Antibody Screening for the South Carolina Department of Health and Environmental Control.

SPECIAL CONDITIONS

1. **AWARD:** The award will be made by total to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation to Bid. Because of the potential difference in packaging the award criteria will be based on the price per milliliter for each item.
2. This Request for Quotation must be received in DHEC Division of Procurement Services by January 20, 2009, by 2:30 p.m. ET.
3. A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **CONTRACT TERM:** One Year from Date of the Purchase Order.
5. **PRICING:** Pricing will remain firm for the duration of the contract period.
6. **INVOICING:** Invoices must be itemized and sent to the S. C. Department of Health and Environmental Control, 2600 Bull Street, Columbia, S. C. 29201, ATTN: Finance Division.
7. **CONTACT PERSON:** The contact person for this solicitation is:
   E. Madison Winslow, CPPB, Procurement Manager
   Bureau of Business Management – Division of Procurement Services
   Telephone No.: (803) 898-3483
   E-mail: winsloem@dhec.sc.gov
8. **DELIVERY CONDITIONS:** Deliveries shall be FOB destination, freight prepaid. 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.
9. **DELIVER TO ADDRESS:** South Carolina Department of Health and Environmental Control
   Bureau of Laboratories
   8231 Parklane Road
   Columbia, South Carolina 29223
10. The quantities indicated are good faith estimates based on anticipated usage. DHEC reserves the right to increase by 85% or decrease by 60% the quantities indicated during the term of this contract to reflect changes in workload, program support or funding limitations.
11. DHEC reserves the right to replace and/or add additional drugs for analysis as needed to support the Toxicology Testing Program at DHEC's Bureau of Laboratories. The contract administrator will issue the appropriate written modifications to include the analysis and cost.
12. The South Carolina Department of Health and Environmental Control (DHEC) assumes no responsibility for products other than those covered by the contract and identified on DHEC's purchase order.

SPECIFICATIONS AND BIDDING SCHEDULE

If more than one package size is available, provide pricing for each package size.

The following items are to be shipping the first week of each month.

1. CorQC Test System, 2 x 11.5 ml./pkg., Immuncor #2400 Ortho Confidence System, 5, 10, 15 ml./kit, Ortho #720100
   Or EQUIVALENT.

   Estimated Monthly Usage – 1 package

   Mfg. Name: _____ Product No.: _____

   Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

2. Panoscreen I and II Primary, 2 x 10 ml./pkg., Immuncor #2380
Ortho Selectogen 2 Cell Screen, 2 x 10 ml./pkg., Ortho #719610
Or EQUIVALENT

Estimated Monthly Usage – 1 package

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

3. Reference Cells A1, B, 2 x 10 ml./pkg., Immuncor #2345
Ortho Affirmation (A1, B), 2 x 10 ml./pkg., Ortho #719210
Or EQUIVALENT

Estimated Monthly Usage – 1 package

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

4. Checkcells, 3 x 10 ml./pkg., Immuncor #2225
Ortho Coombs Control, 1 x 10 ml./pkg., Ortho #719810
Or EQUIVALENT

Estimated Monthly Usage – 1 package

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

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

<u>The following items will be ordered on as-needed basis.</u>

5. ImmuAdd, 10 x 10 ml./pkg., Immuncor #2008
Ortho Antibody Enhancement Solution, 15 x 10 ml./pkg., Ortho #718780
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

6. Anti-A&B (Monoclonal), 10 x 10 ml./pkg., Immuncor #6408
Ortho Anti-A, B BioClone, 15 x 10 ml./pkg., Ortho #711520
Or EQUIVALENT.

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

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7. Anit-IgG Gamma-Cone (Green), 10 x 10 ml./pkg., Immuncor #409210
Ortho Anti-Human Globulin BioClone, Green, 15 x 10 ml./pkg., Ortho #716980
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

8. Anti-A Gamma-Cone, 10 x 10 ml./pkg., Immuncor #410210
Ortho Anti-A BioClone, 15 x 10 ml./pkg., Ortho #711220
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

9. Anti-B Gamma-Cone, 10 x 10 ml./pkg., Immuncor #413210
Ortho Anti-B BioClone, 15 x 10 ml./pkg., Ortho #711320
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

10. Anti-D Gamma-Cone, 10 x 10 ml./pkg., Immuncor #420510.
Ortho Anti-D BioClone, 15 x 10 ml./pkg., Ortho #717380
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

11. Gamma-Cone Control, 10 x 10 ml./pkg., Immuncor #420410
Ortho Rh-hr Control, 15 x 10 ml./pkg., Ortho #715480
Or EQUIVALENT

Mfg. Name: _____ Product No.: _____

Pkg. Size: _____ Price/Pkg.: $_____ Price/ml. $_____

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

NOTE: Because of the potential difference in packaging the award criteria will be based on the price per milliliter for each item.

ESTIMATED DELIVERY CHARGES, If Applicable: _____

DELIVERY _____ **DAYS ARO.**

TOTAL BID PRICE: $_____ **(PRICE PER MILLILITER OF EACH ITEM)**

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PROCUREMENT PREFERENCES FOR SOUTH CAROLINA VENDORS AND PRODUCTS

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.

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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. State Regulation 19-445.2085 shall govern any withdrawal request received after the time of the bid closing.
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 that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of 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** that are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or 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 hereafter provided".
16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or 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 attending 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 nor 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.