

Francis Marion University – Quote Request

Quote Name: RFQ-2360 Boiler Feed Unit and Installation Date: [February 10, 2021](#)

Francis Marion University is accepting quotes for: A contractor to provide a Boiler Feed Tank Unit Tank as specified, and for a contractor to install the Boiler Feed Tank Unit. Installation to be initiated with contractor with times and dates mutually agreed upon by contractor and the University for approximately May, 2021. See Scope of Work.

For an offer to qualify as responsive, offeror should provide all detail as indicated in this solicitation. Missing items may deem your quote as non responsive and therefore could no longer be considered by the University.

Please see details for a non-mandatory but highly recommended site visit on page 3. A site visit may aid in providing more accuracy for the offeror in their quotation.

The following schedule is required to be completed by the offeror:

Please quote your lowest delivered price for the item(s) below. Francis Marion University reserves the right to reject any or all quotes and to waive any or all technicalities. Offeror may choose to provide a quotation for one or both of the items below. If you are not providing a quotation for one of the items, please indicate N/A or leave the space blank.

Award will be made by individual item. Offeror may provide quotation for one or both of the individual line items. By providing a quotation for both items #1 and #2, Offerors price and all terms remain firm if awarded only one of the two items in this request for quotation. Offerors may not stipulate that a price for one item is dependent on their being awarded the other item.

Notes:

- 1) Exclude Sales Tax in your bid prices.
- 2) Include freight/shipping. FOB Destination included to Florence, SC
- 3) The attached Terms and Conditions apply to all quotes and supersedes Offeror’s Terms and Conditions.

Item	Quantity	Description	Item Price
1	Job	All inclusive cost including delivery of one Shipco Boiler Feed Unit, Model CES, 42” X 60” Steel Tank, Elevated, or a like or better proposed product. Item must be sized to operate with the University’s 200 HP Steam Boilers.	

Please confirm (Yes or No) Offeror’s capability to deliver item #1 between April 19 and May 3 if awarded by February 22, 2021.	
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Item	Quantity	Description	Job Price
2	Job	All inclusive cost for labor and materials for installation of unit awarded from Item #1.	

Please confirm (Yes or No) Offeror’s capability and availability in all respects to provide all services in item #2 during the period of May 10 through May 20, specific dates to be mutually agreed upon by the Offeror and the University.	
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OFFEROR INFORMATION

References Required:

Provide three (3) references for whom OFFEROR has provided similar services,

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

DELIVERY/PERFORMANCE LOCATION – SPECIFIED JAN 2006: After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Francis Marion University
 Central Receiving
 4822 E. Palmetto Street
 Florence, SC 29506**

Quote with references may be e-mailed to pmacdonald@fmarion.edu

Quote with references **Must be Received by: Friday, February 19, 2021, 2:00 pm**

This Section Must be Completed by the Vendor:

Company Name:			
Authorized Signature:			
Authorized Signature (printed):			
Date:			
Address:			
City/State/Zip:			
Phone Number:		Fax Number:	
E-Mail:			
Federal ID Number:		SC Minority Cert. # (if applicable):	

SITE VISIT (JAN 2006): A highly recommended site visit may be scheduled by the offeror to accurately provide a quotation for this solicitation. The offeror’s failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

MAXIMUM NUMBER OF REPRESENTATIVES AT SITE VISIT (FMU SEPT 2020): Due to heightened health risks due to the COVID-19 pandemic, no greater than two representatives from any single potential contractor will be allowed to attend this Site Visit.

SITE VISIT DATE & START TIME: Non-mandatory, but **highly recommended** – A University representative will be available on Tuesday, February 16 to provide a non-mandatory, but highly recommended site visit to assure a complete understanding of the project. Please contact Mike Richey, Director of Facilities Engineering and Maintenance at 843-661-1104 or mrichey@fmarion.edu to arrange for a mutually agreed upon time for your visit.

Scope of Work

Background Information:

The boiler feed unit being purchased and installed in this solicitation is to replace the existing boiler feed unit which is the primary feed unit to the boilers serving Francis Marion University's Ervin Dining Hall. The existing boiler feed unit was installed in 2009, and has since undergone several repairs to continue its use.

The existing unit furnishes duplex boiler feed pumps (one for each boiler). Each pump is sized for 28 GPM at 25 psig discharge pressure, ¾ HP, 3,500 RPM, with Open Drip Proof Motors.

Specifications:

Item #1 - Delivery of one Shipco Boiler Feed Unit, Model CES, 42" X 60" Steel Tank, Elevated, with accessories, or a like or better proposed product. Item must be sized to operate with the University's 200 HP Steam Boilers.

The Shipco Boiler Feed Unit, Model CES, 42" X 60" Steel Tank, Elevated, meets all of the functional requirements needed for feeding water to the boilers which serve Ervin Dining Hall. Further, the specified unit meets all of the needs for compatibility with existing piping and other feeds/exits that the current unit presently satisfies, and therefore the unit desired is specified by brand name.

Control panel for unit shall be mounted and wired, and panel shall include: starters, circuit breakers, alarm bell with silence, Auto-Off-Run selector switches, pilot run lights, and float valve with switch.

Alternative boiler feed units may be capable of meeting the required input/output needs, however those alternatives would incur additional installation cost due to changing of existing pipe locations, and other issues associated with the installation of a different product. Further, alternative options for this unit would then vary the requirements (and subsequently vary the cost) of the installation. For these reasons, the University is not interested in alternatives to the specified product in item #1.

Offeror shall extend the manufacturer's warranty for the boiler feed unit provided to the University, and provide that warranty with the product upon delivery.

Item #2 - Installation of unit awarded from Item #1.

- Provide all labor and materials to replace boiler feed water tank supplied by the University (the unit purchased in item #1 of this solicitation).
- Provide labor, rigging and lull to remove old unit, and to set the new unit.
- Provide materials including electrical requirements to tie unit to existing piping and electrical systems.
- In coordination with a University representative, the contractor shall test the unit to verify proper installation and working order of the installed unit.
 - If a test of the unit fails due to the improper installation of the unit, contractor for item #2 shall remedy the installation for no extra cost to bring the unit to working order.
 - If a test of the unit fails due to the quality of the boiler feed unit supplied in item #1, contractor for item #2 shall not be held liable for the quality of the unit unless the contractor awarded for item #2 is the same as the contractor awarded for item #1.

The University recognizes that to install this unit that the boilers associated with this boiler feed unit must be shut off for a period of time during installation. By providing a quotation for item #2, contractor confirms that boilers associated with this project would be shut off for no greater than two calendar days for the installation of the unit.

Note: Award will be made by individual item. Offeror may provide quotation for one or both of the individual line items. By providing a quotation for both items #1 and #2, Offerors price and all terms remain firm if awarded only one of the two items in this request for quotation. Offerors may not stipulate that a price for one item is dependent on their being awarded the other item.

GENERAL CONDITIONS

DEFAULT: In case or default by the Contractor, Francis Marion University 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 Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Francis Marion University resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The University reserves the right to withhold payment or make such deductions as may be necessary to protect the University from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quotation deadline.

Unit prices will govern over extended prices unless otherwise stated.

Francis Marion University shall consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

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

The contractor assumes sole responsibility and shall hold harmless Francis Marion University, 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 Contractor, its directors, officers, employees and agents under this agreement. Francis Marion University 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 Francis Marion University, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor 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.

Information Security –Location Of Data: Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing clinic or client information, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

Indemnification -- Third Party Claims: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

No Indemnity or Defense Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

PRICE ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

Subcontractor Limitation: Subcontractor may only be assigned upon mutual agreement with the University. Offeror shall provide with their quotation any and all subcontractors for which work is expected to be assigned.

Survival Of Obligations: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the University may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the University for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA Law: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Francis Marion University may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Contractor.

Francis Marion University 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.

IMPORTANT– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.

INSTRUCTIONS TO OFFERORS – SPECIAL INSTRUCTIONS AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006) Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006) Award may be made to multiple offerors.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006) If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006) In determining award, unit prices will govern over extended prices unless otherwise stated.

FRANCIS MARION UNIVERSITY STANDARD TERMS AND CONDITIONS (2021) Francis Marion University's standard terms and conditions for purchase orders may be found at <https://www.fmarion.edu/procurement/>. Terms and Conditions found at that website are not all inclusive, and do not supercede standard terms and conditions of the State of South Carolina.