

Francis Marion University – Quote Request

Quote Name: RFQ-2379 Heat Exchanger Replacement – Housing/Dining Boiler Room Date: 12/3/2021

Francis Marion University is accepting quotes for: [A vendor to provide and install Heat Exchange Tube Bundle and Gear Driven Butterfly Valve for the Housing/Dining Hall Boiler Room.](#) See Scope of Work below:

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.

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.
- 4) The University requires that the Heat Exchange Tube Bundle is manufactured by Taco. Offerors quotes will be deemed not responsive and therefore not be considered if providing the quote for a non Taco OEM Heat Exchange Tube Bundle.

Item	Quantity	Description	Job Price
1	Job	Provide all inclusive materials for Taco Heat Exchanger Tube Bundle	
2	Job	Provide all inclusive materials for Valve	
3	Job	All inclusive Labor for removal of existing Heat Exchange Tube Bundle and Valve, and installation of new Heat Exchanger Tube Bundle and Valve	
Grand Total Price sum of Items 1-3 (excluding sales tax):			

<p>Indicate specific model details of Taco Heat Exchanger Tube Bundle and associated materials. Provide spec sheet and other details along with your quotation materials</p>	<p>Identify Manufacturer/Make/Model of Taco Heat Exchanger here:</p>
<p>Indicate specific manufacturer/make/model of Gear-Driven Butterfly Valve. Provide spec sheet and other details along with your quotation materials.</p>	<p>Identify Manufacturer/Make/Model of Gear Driven Butterfly Valve here:</p>
<p>Please initial and date here to indicate Offeror’s capability and availability in all respects to provide all materials and services in items #1, #2, and #3 during the period of March 14-18, 2022. Specific dates to be mutually agreed upon by the Offeror and the University.</p>	<p style="text-align: center;">_____ Initial and Date by individual authorized to commit offeror to the identified timeline.</p>

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 may be e-mailed to pmacdonald@fmarion.edu

Quote with references must be received by: **11:00 am on Friday, December 10, 2021**

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: Non-mandatory, but **highly recommended** –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 to provide a non-mandatory, but highly recommended site visit to assure a complete understanding of the project.

Scope of Work/Specifications

Background Information:

The heat exchange unit and corresponding valve being purchased and installed in this solicitation is to replace the existing heat exchange tube bundle and valve which is the primary water system serving Francis Marion University's Ervin Dining Hall and the University's Residence Halls. The existing heat exchange unit was installed in 2013, and has since undergone several repairs to continue its use.

Specifications:

Item #1 – Provide all inclusive materials for Taco Heat Exchanger Tube Bundle

The University requires that the Heat Exchange Tube Bundle is manufactured by Taco. Offeror's quotes will be deemed not responsive and therefore not be considered if providing the quote for a non-Taco OEM Heat Exchange Tube Bundle.

Technical Specifications for Taco Heat Exchanger Tube Bundle and associated items

- LFS 20x84-S Replacement Heat Exchanger Bundle
- 23 ¾ in. diameter x 1/12 in nominal carbon steel tube sheet
- (156) ¾' O.D. x 19 gage copper u-tubes
- Four vertical cut c/s tube supports
- Gasket set (two) for corresponding Heat Exchanger

Item #2 - Provide all inclusive materials for Valve

Technical Specifications of Gear Driven Butterfly Valve:

- Style: Lug
- Material: Cast Iron
- Maximum Water pressure: 200 psi
- Pipe Size: 8 in
- Temperature Range: 30 to 250 Degrees Fahrenheit
- Liner Material: EPDM
- Disc Material: Aluminum/Bronze
- Handle Type: Gear Operated
- Number of Bolt Holes: 8
- Bolt Circle Diameter: 11 ¾ in
- Lug Diameter: ¾-10
- Standards: MSS-SP25 and API-609, MSS-SP67

Item #3 - All inclusive Labor for removal of existing Heat Exchanger Tube Bundle and Valve, and installation of new Heat Exchanger and Valve

Work shall be performed during regular offeror hours mutually agreed upon by the offeror and the University during the period March 14-18, 2022. A subcontractor may be used on the project – if a subcontractor is to be used, indicate name of subcontractor. Offeror's references shall serve as

verification of subcontractor's satisfactory history on work subcontracted by offeror. The University will assist in locating underground isolation valves and secure potential energy sources. The offeror shall remove the heat exchanger in the best possible manner to provide the old (replaced) heat exchanger to the University for evaluation. Heat exchanger provided shall have a minimum 30 day warranty for its materials and craftsmanship.

1. Close valves to isolate the existing heat exchanger
2. Shutdown boilers and close steam valves
3. Drain Hot Water loop in Boiler Plant
4. Remove heat exchanger head and remove defective tube bundle
5. Install new heat exchanger and gaskets, replace water head
6. Install new Hot Water isolation gear driven valve
7. Restore water & steam and check heat exchanger for leaks
8. Troubleshoot leaks and repeat restore water & steam... step until no leaks indicated
9. Vend air from system
10. Install new insulation on heat exchanger one week after install if newly installed heat exchanger is found to be leak free, at a time mutually agreeable between University and offeror

The University recognizes that to install the heat exchanger tube bundle that the boilers associated with this boiler feed unit must be shut off for a period of time during installation. By providing a quotation contractor confirms that boilers associated with this project would be shut off for no greater than one calendar day for the installation of the unit.

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.

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

BRAND NAME OR EQUAL SPECIFICATION - The use of a “brand name or equal” specification which uses one or more manufacturer’s names or catalogue numbers to describe the standard of quality, performance and other characteristics needed to meet state requirements, and which provides for the submission of equivalent products. Brand name or equal specifications are not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or “equal” to the specified brand if in the opinion of the Procurement Officer, the University can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand. Your offer must include manufacturer's latest literature showing complete product specifications if bidding on other than specified. Failure to include descriptive literature may be reason for rejection of your bid.

AWARD CRITERIA

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

AWARD TO MULTIPLE OFFERORS (JAN 2006) Award will be made to one Offeror.

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).

CONTRACTOR’S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006) The contractor shall provide and pay for all items required to fully and properly perform and complete the work, unless otherwise identified in Section III (Scope of Work) of this Solicitation. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

INDEMNIFICATION -THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (FEB 2015)

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security -Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, 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 action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitee's attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

SUBCONTRACTOR – IDENTIFICATION (FMU 2021) If you intend to subcontract, at any tier level, your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

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