

Francis Marion University – Request for Quotation

Quote Name: RFQ-2380 Text Platform for Department of Admissions, and Center for Academic Success and Achievement.

Date: [February 10, 2022](#).

Francis Marion University is accepting quotes for: A contractor to provide a texting platform as specified. Installation to be initiated with contractor with times and dates mutually agreed upon by contractor and the University. Installation, training, and product ready to use by the University to be complete no later than 60 days after award of purchase order. 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.

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. Scope of Work / Specifications for the requested quotation may be found beginning on page five of this document.

Award will be made to one vendor.

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 for implementation of product including installation and training for two groups	
2	Job	Cost for year one of product subscription for two groups	
3	Job	Cost for year two of product subscription for two groups	
4		Grand total of items 1 - 3	

Please confirm (Yes or No) Offeror's capability to deliver item #1 complete between April 19 and May 3 if awarded by February 22, 2021.	
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See next page

For information purposes only (not included in review of quotations), provide approximate length of time in days after receipt of order that product would be fully installed, training complete, and product ready for use by the University.

For information purposes only (not included in review of quotations), provide additional cost for implementation if University chooses to onboard two groups separately.

For information purposes only (not included in review of quotations), Cost for one group to have capability to send MMS messages with .jpeg, .gif, and .png files to desired segments of selected contacts

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 in .pdf format to pmacdonald@fmarion.edu

Quote with references must be Received by: **10:00 am on Friday, February 18, 2022**

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):	

Scope of Work

Background Information:

Francis Marion University

Located on a 400-acre campus seven miles east of Florence South Carolina, Francis Marion University (FMU) is a State-supported, co-educational four-year educational institution enrolling approximately 4,000 students. The University utilizes the Ellucian Colleague Enterprise Requirements Planning program, and utilizes Admission Pros software for additional support in the University's Admissions Department.

Francis Marion University Department of Admissions, and Center for Academic Success and Achievement.

Francis Marion University's Department of Admissions serves the University by identifying prospective students and pursuing those students to foster the enrollment needs of the University. The Center for Academic Success and Achievement (CASA) is the advising/academic support hub of the University that works with existing students to assure the success of enrolled students as they pursue their various selected degrees. Both departments have expressed similar goals in connecting with their constituents via text.

The objective for the University in implementing the texting platform solicited includes but is not limited to:

- Sending reminders of upcoming deadlines
- Enhancing connections with prospects
- Providing notifications that forms are missing, or applications are incomplete
- Providing informative resources or links to University program and degree requirements
- Updating students with financial aid and scholarship application information
- Providing sign up details and links for information sessions
- Sending registration details for campus tours and orientation
- Contacting students about advising and registration
- Communicating about early alerts and retention issues
- Nudging students on academic success actions

Specifications:

Vendor shall provide a texting platform that meets or exceeds the following requirements:

- Capable of serving two separate departments within the University, such that those departments (Admissions and CASA) can utilize the product independently of each other.
 - Interface or Dashboard interface should be separate such that Admissions interface operates independently from CASA interface, and vice versa.
- Capable of sending mass text messages presented to the contact as an individualized text.
- Capable of sending and receiving individual messages to and from selected batches or categories of contacts within each group, including capability of sending and receiving messages to and from individual contact.

- Capability of grouping contacts to personalize target audience based upon specific categories of contacts
- Two way text capability
- Ability to schedule/queue the sending of texts
- Capable of tracking text responses from students including engagement and reporting analytics
- Names/contacts shall be capable of being uploaded to platform via .csv, MS Excel file.
- Contractor shall comply with FERPA and HIPPA regulations pertaining to data provided during the contract agreement, and to perpetuity at any conclusion of contractual relationship between contractor and the University.
- Help Desk availability during University business hours and select hours (orientation, open house, and other admissions events) outside of University business hours. University business hours are Monday through Friday, 8:30 am to 5:00 pm. University hours during summer months are to be determined.

Vendor shall install and implement quoted texting platform within the following parameters:

- Provide installation of product for use by:
 - Admissions Department
 - Center for Academic Success and Achievement
- Training of key members of each department for use of the platform shall be included as a component of installation and implementation of product, scheduled at the mutual agreement of the vendor and FMU within the scope of the proposed quotation.

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, cancellation, 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 University may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

FERPA 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 Family Educational Rights and Privacy Act 20 U.S.C. Section 1232g; 34 CFR Part 99, as amended ("FERPA"), or its implementing regulations, it will comply with the FERPA requirements and will execute such agreements and practices as the University may require to ensure compliance.

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 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).

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

FUNDS AVAILABLE The funds are available for this project based upon market research of product pricing. In the event that the lowest responsive and responsible quotation exceeds the available funding for the project, the University reserves the right to not award a contract for this solicitation and subsequently cancel the solicitation.

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.