

# Francis Marion University – Quote Request

**Quote Name and Number:** RFQ-2405- Provide and Deliver Spring 2023 Annual Bedding Plants to FMU

**Date:** 01/12/2023

Francis Marion University is accepting quotes for: [Vendor to provide & deliver annual bedding plants as specified 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 delivery/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) Term of Contract – Term of contract shall be approximately May commencing on the date listed on the purchase order.

\*Note: The University will coordinate exact dates for plant delivery. Additionally, the University reserves the right to order additional plants above the quantities specified at the unit prices provided in the vendor’s response below.

Item	Quantity	Description	Unit Price	Total Price
1	800	<b>Spring Planting: Sun Coleus: 500 Bright Green; 300 Bright Red</b>		
		Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container.		
2	1,200	<b>Spring Planting: Sweet Potato Vine: 1000 Light Green; 200 Dark Color</b>		
		Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container.		
3	600	<b>Spring Planting: Angelonia: 300 White; 300 Blue</b>		
		Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container.		
4	100	<b>Spring Planting: Whopper Begonia – Green Leaf – Red Flower</b>		
		Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container.		
5	600	<b>Spring Planting: Pentas: 300 Red; 300 White</b>		
		Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container.		
6	85 Flats	<b>Spring Planting: Vinca – Mixed Color</b>		
		Size: 1501 Flats Soil: Best Available		
7	20 Flats	<b>Spring Planting: Celosia – Mid-size - Mixed Color</b>		
		Size: 1501 Flats Soil: Best Available		
8	Delivery/Shipping/Freight			
<b>Total Price (excluding sales tax)</b>				

Order Delivery Deadline/Date:	<b>NO LATER THAN LATE APRIL 2023</b>
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**Delivery/Performance Location:** 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 emailed to: [lisa.blackwell@fmarion.edu](mailto:lisa.blackwell@fmarion.edu) or faxed to (843)-661-1165

**Quote must be received by: Monday, January 23, 2023 (01/23/2023) at 2 pm EST**

**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):	

## GENERAL CONDITIONS

**Default:** In case of 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 One Offeror** (JAN 2006) Award will be made to one Offeror.

**Unit Price Governs** (JAN 2006) In determining award, unit prices will govern over extended prices unless otherwise stated.