Francis Marion University - Quote Request

Quote Name and Number: RFQ-2407- Provide and Deliver a Broadcast Desk for Francis Marion University Date: January 25, 2023

Francis Marion University is accepting quotes for: A vendor to provide and deliver a Broadcast Desk with the following specifications:

- Able used by students, employees, and guests for the television studio.
- Able to be used appropriately on-camera.
- Able to become portable as the desk may be used at video shoots outside the TV studio.
- Able to be stored since the TV studio is a multi-use studio; with the FMU multi-use studio, there are no permanent sets/furniture in the studio.
- Should be able to easily set up or break down within the time between class periods (10-15 minutes between classes).
- Should be a modular design so it could transform to accommodate a one-person video shoot up to a four- or fiveperson video shoot.
- Should have multiple desktops to adjust to the different number of people on-camera.
- Supports multifunctionality, examples: from one person reading the teleprompter, to a two- or three-person news broadcast, to a four or five person interview show.
- Should be able to have a range of dimensions that the desk will need to change to, examples: one-person desk setup would be around 30"x50", and the largest setup would be around 50"x95".
- Cannot have "ports" as this is not a technical desk, it is a set piece.

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 <u>delivered</u> price for the item below. Francis Marion University reserves the right to reject any or all quotes and to waive any or all technicalities.

Award will be made to ONE offeror.

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.

Quantity	Description	Unit Price
1	Broadcast Desk	
1	All-inclusive freight/shipping costs for delivery of Broadcast Desk	
	Grand Total	

**Note: Your offer must include the manufacturer's latest literature showing complete product specifications. Failure to include descriptive literature may be reason for rejection of your bid.

Order Delivery Deadline/Date:	The University must receive the Broadcast Desk <mark>NO LATER THAN</mark> May 1, 2023. Please provide lead time in days after receipt of order.
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Order Delivery Deadline/Date:	

Delivery/Performance Location: After award, all deliveries shall be made and all services provided to the following address unless otherwise specified:

Francis Marion University, Media Center, Cauthen Educational Media Center, Room #101 4822 E. Palmetto Street Florence, SC 29506

Coordinate delivery to occur in FMU Business Hours (Monday-Friday 8AM-5PM) with: Dr. Stan Diel – Chair of Mass Communications Department Phone: 843-661-1532 Email: <u>sdiel@fmarion.edu</u>

**Note: Please call Stan, in advance of delivery of at least 3 hours, to coordinate delivery with Stan. Stan must then coordinate with the Facilities' Department to have all required shipping materials and unloading materials needed.

Quote may be emailed to Jennifer Hester - Director of Purchasing at jdhester@fmarion.edu

Quote must be received by: Thursday, February 2, 2023

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 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 tine 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 thirtyday advance notice in writing is given to the contractor.

<u>Termination for Convenience</u>: 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.

<u>Termination for Cause</u>: 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.

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. [06-6040-1]

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 supersede standard terms and conditions of the State of South Carolina.