

Francis Marion University – Quote Request

Quote Name: RFQ-2415- Provide and Install Washer and Dryers Date: [March 24, 2023](#)

Francis Marion University is accepting quotes for: [A vendor to provide and install one industrial quality washing machine and one industrial quality dryer at the University warehouse per the specifications described herein.](#)

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.

Award will be made to ONE offeror. Offeror must be able provide quotation for all items in this solicitation. Francis Marion University is not accepting individual quotes for separate items of the solicitation.

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 and warranty for one industrial quality washing machine as described in Scope of Work	
2	Job	All inclusive cost including delivery and warranty for one industrial quality dryer as described in Scope of Work	

****Offeror must provide specification sheet for all equipment proposed in your quotation. University reserves the right to reject quotation if, upon review of the specification sheet, the proposed product does not meet or exceed all requirements of the scope of work herein.**

Item	Quantity	Description	Job Price
3	Job	All inclusive cost for labor and materials for installation of items 1 and 2 as described in scope of work.	

****Offeror must identify as part of their bid, any and all subcontractors to be assigned to this contract.**

<p>Confirm (Yes or No) Offeror’s capability and availability in all respects to provide all products and services in items #1, #2, and #3 no later than May 5, 2023 if receipt of order provided no later than April 7, 2023.</p>	
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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
Physical Plant/Campus Safety
4822 E. Palmetto Street
Florence, SC 29506**

University Liaison for purposes of coordinating installation:

Steve Jackson – Director of Facilities Support Group Services
sjackson@fmarion.edu
843-661-4640

Quote may be e-mailed to Paul MacDonald at pmacdonald@fmarion.edu

Quote must be received by: 2:00 pm on Tuesday, April 4, 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):	

This Section Must be completed by the Vendor if subcontracting a portion of the quoted work. If not subcontracting any portion of this quoted work, please write/indicate N/A:

Subcontractor Name:			
<u>Subcontractor Details</u>			
Address:			
City/State/Zip:			
Phone Number:		Fax Number:	
E-Mail:			
Federal ID Number:		SC Minority Cert. # (if applicable):	

Scope of Work

Background Information:

The existing washer and dryer are in disrepair and in need of replacement. The University seeks to obtain one industrial quality washer and one industrial quality dryer that meet the specifications described herein.

Specifications:

Washing Machine Specifications – Item 1

The University seeks to procure one (1) industrial quality washing machine of equal or better quality than a Speed Queen SCT040 Washing Machine. Brand name description is intended only to describe the minimum specifications required to satisfy the University's washer needs, not to limit quotations to this particular brand name.

Washing Machine must meet the following specifications:

- 200-240 Volt 1-3 phase
- Minimum 40 lb. capacity
- Minimum cylinder volume of 6.3 cubic feet
- Hard Mount
- 6" bases for hard mounting
- Front Load
- Minimum 200 G force rating
- Machine must NOT be coin operated.

Washing Machine proposed must include a minimum three (3) year all parts warranty

The University is not accepting quotations for a residential/commercial quality washer. A quote for a residential/commercial washer may be considered non-responsible and therefore the quote would not qualify as a valid quote for consideration by the University.

****Offeror must provide specification sheet for the washer being proposed in your quotation.**

Dryer Specifications – Item 2

The University seeks to procure one (1) industrial quality dryer of equal or better quality than a Speed Queen ST055 Dryer. Brand name description is intended only to describe the minimum specifications required to satisfy the University's dryer needs, not to limit quotations to this particular brand name.

Dryer must meet the following specifications:

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- 200-240 Volt 1-3 phase
- Gas powered
- Minimum 40 lb. capacity
- Minimum cylinder volume of 17 cubic feet
- Reversing Drum
- Vented Tumble Dry
 - Vent must capably exhaust a minimum of twenty (20) feet.
- Minimum Btu/hour 100,000.
- Hard Mount

- 6" bases for hard mounting
- Front Load
- Machine must NOT be coin operated.

Dryer proposed must include a minimum three (3) year all parts warranty

The University is not accepting quotations for a residential/commercial quality dryer. A quote for a residential/commercial dryer may be considered non-responsible and therefore the quote would not qualify as a valid quote for consideration by the University.

****Offeror must provide specification sheet for the dryer being proposed in your quotation.**

Installation of washing machine and dryer - Item #3 -

- Installation includes but is not limited to:
 - Washing Machine:
 - Deliver and place machine in proper location at the Physical Plant/Campus Safety building as directed by University Liaison
 - Connect electric cord to jack.
 - Connect water source with provided washing machine
 - Maintain machine to working order
 - Hard mount the machine to the location as directed by the University liaison
 - Troubleshoot the machine to ensure working order before leaving the site
 - If machine is not working at conclusion of installation, installer must coordinate an immediate return trip with the University Liaison at no cost to the University.
 - Dryer:
 - Deliver and place machine in place on location at the Physical Plant/Campus Safety building as directed by University Liaison.
 - Connect natural gas source to the provided dryer.
 - Connect ventilation source with provided dryer machine
 - Maintain machine to working order.
 - Hard mount the machine to the location provided by the University liaison
 - Troubleshoot the machine to ensure working order
 - If machine(s) is not working at conclusion of installation, installer must coordinate an immediate return trip with the University Liaison at no cost to the University.

Installation of washing machine and dryer must include a minimum 90 day labor warranty.

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.

A. Final Condition of the University Property:

1. All areas impacted by the provision of this solicitation shall be returned to their original condition including repair to any damage associated with transportation and installation of the equipment.

B. Damage to University Property:

1. If University property is damaged or destroyed due to negligence of the Contractor, the damaged item(s) shall be repaired or replaced, according to the University's specifications, by the Contractor **at no cost to the University.**
2. Contractor shall report in writing any occurrences or observations of damage to University property, public relations problems, hazardous conditions, or any work assignment that will not be completed as initially agreed upon, immediately to the University's Liaison.
3. The Contractor shall be liable for any damages or losses caused by its employees, equipment, or subcontractor.

C. Codes, Laws, & Regulations:

1. All materials used for this contract must be used according to manufacturer instructions.
2. All work shall comply with all applicable codes and regulations, and shall be done in a workman like manner by craftsmen skilled in the appropriate trade(s), in accordance with the best practices of the trade(s), manufacturer's recommendations, and the best interests of the University, to the satisfaction of the University.
3. Contractor must observe all OSHA and Safety Laws while on campus.
4. Contractor shall protect the work from the public and the public from the work in a manner satisfactory to the University.
5. Proposer/Contractors and all employees are to obey all laws locally, statewide, and nationally, as well as rules of Francis Marion University when they are on University property. Francis Marion University is a smoke free campus.

D. Contractor Liaison(s):

1. Contractor shall provide a primary liaison to coordinate all matters pertaining to the provision and installation of washer and dryers.
2. Contractor will provide the name, telephone number, fax number, email address, business cell phone number, emergency telephone number of the liaison(s).

E. Clean-up:

1. All debris, trash or other waste in the area affected by installation of washer and dryers will be removed by the University in advance of the work.
2. Contractor will be responsible for clean-up of their work on the installation site.

F. Protection:

1. Contractor is responsible for providing a safe work environment safeguarding employees, the general public and property while performing the work.
2. Contractor shall provide and use all means to protect employees and the General Public while performing the work.
3. Contractor shall provide and use all means to protect the property of the University while performing the work. Contractor shall be held responsible for any damage incurred.
4. Contractor is responsible for protecting all University property while performing the work.
5. All equipment and methods shall be satisfactory to the University.

G. Building/Facility Entry:

1. Contractor shall be permitted to enter and install washer and dryers at a date and time mutually agreed upon by the Contractor and the University Liaison.

H. Contractor Employee Requirements:

1. Contractor shall not employ felons, shall not employ anyone not legally authorized to work in the state of South Carolina. Contractor is prohibited from allowing employees to work on campus who have been convicted of violent crimes. Contractor is required to take adequate measures to ensure that the employees they send to work on campus are not wanted for criminal offenses.
2. Contractor employees are requested to secure all property as much as feasible to reduce theft or damage to equipment or property.
3. Contractor shall ensure that all employees are dressed appropriately with the company logo to provide quick and easy identification to University staff and students. Contractor's employees must display identification at all times while working on campus.
4. All Contractor employees must be fully clothed at all times. Identification must be readily available. Contractor vehicles should have the name of the contractor neatly exhibited on each side of the cab. Vehicles shall be in satisfactory mechanical condition and present a neat and clean appearance.
5. The University reserves the right to request that the Contractor remove any of its employees from campus based upon inappropriate behavior or due to an exhibition of poor conduct.
6. The Contractor shall prohibit its employees from using any substances (drugs, alcohol, etc.) that may cause impairment while performing their duties under this contract. Contractor staff suspected of being impaired shall be immediately removed from performing work under this contract.
7. Contractor and employees shall park their business and personal vehicles in authorized areas only.
8. Contractor shall provide the names of all individuals assigned to work on this contract. Additional workers may be assigned by the contractor during the course of the contract, however those additional workers names shall be provided to the University and shall qualify for work on this contract just as the original workers named by the contractor in its original bid.

I. Subcontractor

1. Contractor shall indicate to the University subcontracted work under the terms of this contract. Failure to include subcontractor(s) associated with this quote may render your quotation not responsive.
2. Subcontractors are bound to the same requirements and standards as described for Contractor herein.

J. Payments

1. 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 or correction of materials furnished hereunder.

2. All invoices shall be itemized to the satisfaction of the University and shall be verified by the University Liaison for this contract, or his/her designee prior to approval of payment.

K. Insurance:

1. Contractor must comply with the Insurance documentation requirements listed in General Conditions below entitled Contractor's Liability Insurance - General (Feb 2015).
2. The Contractor must provide a copy of certificate of liability insurance (ACORD 25) with their bid.
3. Prior to commencement of the work, contractor shall provide to the University a signed, original certificate of liability insurance (ACORD 25) as denoted in the Contractor's Liability Insurance subsection. This certificate must come directly from the insurance agency.
4. The Contractor shall inform the University immediately if insurance is reduced by claims placed by others. Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final payment.
5. All insurance and other detail must be provided by subcontractor.

- L. 1. Completion: Contractor shall notify the University's liaison upon completion of work and prior to leaving the work site.

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.

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]

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.

Qualifications Of Offeror (Mar 2015):

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

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.

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.

Attachment 1
OPEN TRADE REPRESENTATION
(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	[Not used]