

Francis Marion University – Quote Request

Quote Name and Number: RFQ-2440- Provide and Deliver Spring 2024 Bedding Plants to Francis Marion University
Date: [January 23, 2024](#)

Francis Marion University is accepting quotes for: [Vendor to provide & deliver bedding plants as specified below.](#)

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 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 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.

*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 | 1000 | Spring Planting: Sun Coleus: 600 Bright Green; 400 Bright Red | | |
| Tendering Text: Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container. | | | | |
| 2 | 900 | Spring Planting: Sweet Potato Vine: 600 Green; 300 Dark Color | | |
| Tendering Text: Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container. | | | | |
| 3 | 800 | Spring Planting: Angelonia: 400 White; 400 Blue | | |
| Tendering Text: Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container. | | | | |
| 4 | 250 | Spring Planting: Salvia - Mid-size – Purple Color | | |
| Tendering Text: Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container. | | | | |
| 5 | 400 | Spring Planting: Pentas: 200 Red; 200 White | | |
| Tendering Text: Size: 6 inch containers. Soil: Best Available Minimum Plant Size: Plants shall overhang container. | | | | |
| 6 | 200 Flats | Spring Planting: Vinca Upright – Mixed Color | | |
| Tendering Text: Size: 1501 Flats Soil: Best Available | | | | |
| 7 | 100 Flats | Spring Planting: Zinnias – Mid-size - Mixed Color | | |
| Tendering Text: Size: 1501 Flats Soil: Best Available | | | | |
| 8 | Delivery/Shipping/Freight | | | |
| Total Price (excluding sales tax): | | | | |

| | |
|---------------------------------------|-----------------------|
| Desired Order Delivery Deadline/Date: | APRIL 24, 2024 |
|---------------------------------------|-----------------------|

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**

The University Liaison for this project:
Michael Lynch, Building/Grounds Manager
 Phone: (843) 661-1152
 Email: michael.lynch@fmarion.edu
 **Shipment and delivery coordination must be made with the University Liaison.

Quote may be emailed to: JDHester@fmarion.edu or faxed to (843)-661-1165

Quote must be received by: Friday, February 9, 2024 (02/09/2024) 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.

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

REJECTION/CANCELLATION (FMU 2023): The University may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part.

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Purchasing Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Purchasing Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scmd.org/myscgovweb/weather.html> [02-2A120-3]

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/>

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004):

Any offer received after the Purchasing Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

[R.19-445.2070(G)] [02-2A050-1]

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

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023):

("OCI FAQ for Contractors" is available at www.procurement.sc.gov) (a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023):

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

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.

VENDOR REGISTRATION MANDATORY (FMU Dec 2023):

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and on Step 9 – Messages to administration indicate “Update vendor number” with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State Index - Business Entities Online - S.C. Secretary of State (sc.gov) or S.C. Department of Revenue Withholding (sc.gov)).

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.

Attachments to the Quote Request

1. Open Trade Representation
2. Vendor Application Form (*submit a copy of your W-9 with this form*)

*Attachments begin on subsequent pages.

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] |

ATTACHMENT #2



Francis Marion University
Vendor Application Form

Taxpayer ID Number (circle): FEIN or SS: _____

FMU Vendor #: _____

New Vendor: _____

Vendor Info Change: _____

Submit your W-9 form WITH this Vendor Application Form

Company Name or Individual Name (as shown on your income tax return): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

If you have a "**Doing Business As**" name, please include here.

Doing Business As (DBA) Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

Payment Remittance Address

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact E-mail Address: _____

This is also my address where Purchase orders should be sent (circle) Yes or No

E-mail Address for receiving Purchase Orders from FMU: _____

Would you like to arrange for electronic payment (circle): Yes or No

South Carolina Small and Minority Business Certification Number _____ Expiration Date: _____

Signature of Individual Completing Form

_____ Date

For FMU Use Only:

International Vendor Number (FMU will provide) : _____

_____ Purchasing Keyed by:

_____ Date:

_____ Accounting Reviewed by:

_____ Date:

Orig - April 4, 2017