

## Francis Marion University – Quote Request

**RFQ-2444- Install, operate, & maintain one Automated Teller Machine for Francis Marion University**  
**Date: [May 1, 2024](#)**

**Francis Marion University is accepting quotes for:** A contractor to install, operate, and maintain one Automated Teller Machine in accordance with all requirements stated herein. The ATM shall be located adjacent to the FMU Bookstore at the Smith University Center.

*\*\*See Scope of Work below for full details, including highly recommended site visit provided by appointment only.*

As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions.

**The following schedule is required to be completed by the offeror:**

Quote your monthly commission to the University below. Francis Marion University reserves the right to reject any or all quotes and to waive any or all technicalities.

Lot	Description	Monthly Commission to FMU
1	Install, operate, & maintain an ATM in the Smith University Center (present location) adjacent to the Patriot Bookstore on the main campus of Francis Marion University.	

**Additionally – offerors must submit the following with their offer:**

1. Narrative or evidence of offeror’s status as a federally insured financial institution.
2. Narrative on offeror’s experience in supplying services to entities similar in scope as required herein.
3. Contact information for Contractor’s Liaison/Contact to Francis Marion University for this contract.
4. Attachment 1 found at the end of this document.

**Note: For an offer to qualify as responsive, the offeror must provide all detail as indicated in this solicitation. Missing item(s) may deem your quote as non-responsive and therefore could no longer be considered by the University.**

**Award will be made to ONE offeror.**

**Quote may be emailed to [pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu)**

**Quote must be received by 2:00 pm on May 16, 2024**

**This Section Must be Completed by the Vendor:**

<b>Company Name:</b>			
<b>Authorized Signature:</b>			
<b>Authorized Signature (printed):</b>			
<b>Date:</b>			
<b>Address:</b>			
<b>City/State/Zip:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail:</b>			
<b>Federal ID Number:</b>		<b>SC Minority Cert. # (if applicable):</b>	

## **Maximum Contract Period - Estimated**

Start date: **07/1/2024**. End date: **06/30/2029**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

**This is a one-year contract with a maximum of four (4) one-year renewal options.**

### **Site Visit:**

**SITE VISIT (MODIFIED):** A site visit will be provided by appointment only. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**SITE VISIT:** A highly recommended site visit may be provided by appointment only, to assure a complete understanding of the project. Please contact Paul J. MacDonald at 843-661-1134 [pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu) to arrange for the site visit.

## **Scope of Work/Specifications**

Francis Marion University seeks a qualified financial institution to install, operate, and maintain one Automated Teller Machine (ATM) on the University's main campus at 4822 East Palmetto Street, Florence, SC 29506.

The University requires a guarantee for the right to place an ATM at the designated campus location. The guarantee must be a minimum of one hundred dollars (\$100.00) monthly. Offers not bidding in accordance with this requirement will be considered non-responsive.

The responsibilities of the awarded contractor and the University are outlined below.

### **Contractor will:**

- furnish and install, at no cost to the University, all ATM equipment and related components, and assume all ongoing monthly or annual costs related to the operation of the ATM. Installation shall include inside delivery and set up (no drop shipments allowed),
- remove and dispose of all packaging, crating, and other disposable materials immediately upon completion of installation,
- install ATM in accordance with plans submitted to the University in advance for approval. The Contractor will be responsible for following all local, state, and federal guidelines related to the installation. No modifications or alterations to any equipment, area, space, or structural component in the immediate area of the ATM shall be made without the approval of the University,
- coordinate with the University for related setup and installation necessary to operate the ATM including access to Wi-Fi, with coordination through the University's Assistant VP for Contractual Services and approval from the FMU Campus Technology office,
- ensure the ATM in the Smith University Center is available during all operating hours of the Smith University Center, with unlimited access for students, faculty, staff, and visitors who present valid authorization cards. Allowances will be made for mechanical failures and/or other causes beyond the control of the Contractor. The ATM may not be out of service or cash for a period of longer than forty-eight (48) hours after notification of issue by the University,
- ensure the ATM provides network access to major national networks and major South

Carolina banks, and provide sufficient signage on the ATM, subject to University approval, that displays the Contractor's name and the names of the affiliated ATM networks,

- offer services comparable to those offered by other ATM providers including withdrawals, transfers, and account inquiries at a minimum,
- notify patrons of any applicable transaction fees prior to their use of the ATM. Charges above those for transaction fees and other normal account service fees are not allowed,
- provide directional signage on the premises, as required and approved by the University, which directs patrons to the ATM,
- provide the University, to its Assistant VP for Contractual Services, periodic reports indicating the transactional usage of each ATM,
- provide the monthly guarantee amount to the University via automatic deposit (as directed by the University's Accounting Department)
- be solely responsible for the security of the ATM and its contents and assume all risk of damage to the ATM, its contents, and funds in transit,
- provide a central toll-free contact number posted conspicuously on the ATM for patrons to call concerning any and all issues related to ATM transactions and/or the operation of the ATM,
- follow current guidelines of all local, state, and federal laws which regulate the banking industry as related to the operation of an ATM. The winning vendor shall remain apprised of and remain up to date on all said guidelines in the event of changes to local, state, and/or federal laws

**University will:**

- provide the necessary power requirements at the ATM site and absorb all reasonable electrical charges incurred to operate each ATM during the term of the contract,
- provide Wi-Fi to the ATM location for Contractor,
- maintain the building housing the ATM,
- maintain fire and extended coverage protection of the structure housing the ATM, but not the ATM, its content, or its enclosure,
- cooperate with the Contractor in preventing damage to the ATM and/or theft there from; but not be liable for such damages, theft, or injury that may occur in connection with the ATM or related components,
- authorize opportunity for the Contractor to market a variety of banking services to the University's faculty and staff at the faculty/staff benefits fair.

**Special Conditions:**

Neither the University nor the Contractor shall refer to the other party in advertising or use the other party's logos, trademarks, or service marks without the prior written consent of the other party or as may be granted through award of this contract; provided, however, that the Contractor shall be permitted to advertise the address of the ATM in a directory. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of the other party.

Both the University and the Contractor acknowledges and agrees that nothing contained in any agreement between the University and the Contractor shall be construed to establish the University and the Contractor as joint venturers or partners. Further, the University is not in any manner representing itself to be a bank or to be otherwise involved in the banking business.

The University, through its Assistant VP for Contractual Services, will have final approval of the ATM design.

**Location:**

One (1) ATM to be located in the Smith University Center on the FMU main campus adjacent to the Patriot Bookstore. The ATM shall be installed in the existing area where the current ATM resides. The ATM must be of a free-standing design sized appropriately for the space provided. Contractor shall install, and deem operable, all items acquired pursuant to this contract within thirty (30) days of the initial contract date as noted on the statement of award, at the designated location as identified in the Location section above. Installation shall be coordinated through the University's Assistant VP for Contractual Services.

**INSTALLATION:** Contractor shall install all items acquired pursuant to this contract.

**Contract Coordinator:**

The University's Assistant VP for Contractual Services will be the contract coordinator / University Liaison for this contract:

Paul MacDonald

[pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu)

(843) 661-1134

Delivery/Performance Location: After award, all deliveries shall be made and all services provided to the following address, during business hours of Monday-Friday, 8am-5pm, unless otherwise specified:

Francis Marion University, Central Receiving  
4822 E. Palmetto Street  
Florence, SC 29506

**Coordinate services with:**

Contact Person's Name:	Paul J. MacDonald, Assistant VP for Contractual Services
Contact's Phone Number:	843-661-1134
Location:	Francis Marion University Stokes Administration Building Room 116C 4822 E. Palmetto St. Florence, SC 29506

**Background:**

The University has an existing contract with Truist for its ATM located in the Smith University Center (adjacent to the Patriot Bookstore). The University receives \$390.00 per month in connection with this contract. The existing contract expires June 30, 2024.

Appendix A lists the number of students associated with their representative financial institution. The University is not responsible for errors related to students' updates or changes to their respective financial institution.

Appendix B represents the per month transaction count and average withdrawal per transaction at

the existing ATM.

## **GENERAL CONDITIONS II**

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 herein, 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 reject any or all proposals in whole or in part. The University may cancel this solicitation in whole or in part.

**REJECTION/CANCELLATION (FMU 2023a):** The University may reject any or all proposals and cancel this solicitation in whole or in part if lowest responsive and responsible bidder's grand total received exceeds the desired threshold amount for this project.

### **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.*

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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]

## Appendix A

The number of students associated with their representative financial institution. The University is not responsible for errors related to students' updates or changes to their respective financial institution.

Bank	Count	Bank	Count
Wells Fargo Bank	364	Palmetto First Credit Union	15
SouthState Bank	131	First Citizens Bank & Trust Company	14
First Citizens Bank Dillon	115	Georgetown Kraft Credit Union	14
Sutton Bank	101	PNC Bank	14
SAFE Federal Credit Union	83	Conway National Bank	12
Anderson Brothers Bank	81	Synovus	10
Bank of America	71	The Bank of Clarendon	8
Navy Federal Credit Union	71	Green Dot Bank	7
Truist	65	Nucor Employees Credit Union	7
The Citizens Bank	48	Palmetto Citizens Federal Credit Union	7
USAA Federal Savings Bank	43	CPM Federal Credit Union	6
The Bancorp Com	41	MetaBank	6
SPC Credit Union	40	Savannah River Plant Federal Credit Union	6
Founders Federal Credit Union	39	Family Trust FCU	5
First Reliance Bank	37	State Employees Credit Union	5
South Carolina Federal Credit Union	37	First Carolina Bank	4
TD Bank	36	First National Bank of South Carolina	4
AllSouth Federal Credit Union	25	GoBank	4
South Carolina State Credit Union	25	Honda Federal Credit Union	4
Stride Bank National Association	23	REV Federal Credit Union	4
Carolina Bank & Trust	22	SCI Federal Credit Union	4
JP Morgan Chase	21	Varo Bank	4
First Bank NC	19	Bank of Greeleyville	3
Sharonview Federal Credit Union	19	Dedicated Community Bank	3
Capital One	17	Discover Bank	3
Woodforest National Bank	17	Evolve Bank and Trust	3
Carolina Trust Federal Credit Union	16	Fifth Third Bank	3
		Mid Carolina Credit Union	3
		Pee Dee Federal Credit Union	3

\* Note – 58 additional banks represented by no more than 2 students per bank, totaling 72 students

## Appendix B

Per month transaction count and average withdrawal per transaction at the existing ATM for the period April 2022 through March 2024.

Year	Month	Number of Transactions	Avg Withdrawal
2024	March	575	\$153.95
2024	February	880	\$156.41
2024	January	790	\$151.82
2023	December	957	\$170.64
2023	November	957	\$163.82
2023	October	985	\$185.89
2023	September	801	\$151.21
2023	August	1007	\$165.82
2023	July	976	\$161.78
2023	June	1035	\$146.94
2023	May	1160	\$157.83
2023	April	1080	\$156.24
2023	March	1055	\$161.25
2023	February	914	\$179.78
2023	January	909	\$154.21
2022	December	1072	\$163.06
2022	November	873	\$163.02
2022	October	880	\$160.59
2022	September	784	\$165.03
2022	August	1073	\$160.71
2022	July	1114	\$165.39
2022	June	993	\$159.78
2022	May	958	\$162.09
2022	April	962	\$161.62