

## Francis Marion University – Quote Request

**Quote Name:** RFQ-2443 - Provide and Install Dish Room Table and Plumbing for Ervin Dining Hall

**Date:** [August 30, 2024](#)

Francis Marion University is accepting quotes for: A contractor to remove and dispose of existing dish room conveyor system and food trough machine, and replace with non-electric table and sinks, and replace faulty plumbing for dish room area, mutually agreed upon by contractor and the University as a turnkey project to be completed during University Fall Break in November. See Scope of Work.

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 your quote may no longer be considered by the University.

Please see details for a non-mandatory but highly recommended site visit on page 3. A site visit may aid in providing more accuracy for the offeror in their quotation.

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

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 removal and disposal of existing conveyor system, table, of new plumbing, fabrication and providing new table to accommodate sinks and installation of table	

\*\* Specifications provided for required plumbing and table included as RFQ-2443 Exhibit A – Table Area may be found at:

<https://www.fmarion.edu/procurement/solicitationsawards/>

Item	Quantity	Description	Item Price
2	Job	All inclusive cost including removal and disposal of select existing plumbing, installation of new plumbing, to accommodate sinks and table.	

Item	Quantity	Description	Job Price
3	Job	One Year Warranty on all labor associated with item 1 and 2. Five-year warranty on all labor associated with items fabricated especially for the project.	

Item	Quantity	Description	Job Price
4	Job	One Year Warranty on all materials associated with items 1 and 2, and five-year warranty on all items fabricated especially for the project.	

Item	Quantity	Description	Job Price
5		Grand Total of items 1 -4	

<p><b>Confirm (Yes or No) Offeror’s capability and availability in all respects to provide all products and services for items 1-4 during the period of October 31 and November 5, specific dates and times to be mutually agreed upon by the Offeror and the University.</b></p>	
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## OFFEROR INFORMATION

### References Required:

Provide three (3) references for whom OFFEROR has provided similar services,

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

**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  
 Central Receiving  
 4822 E. Palmetto Street  
 Florence, SC 29506

Quote with references may be e-mailed to [pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu)

Highly Recommended Site Visit scheduled for **September 10, 10:00am** at Ervin Dining Hall Dish Room

Questions from offerors are due by **September 11, 2:00 pm**

E-mail questions to Paul MacDonald at [pmacdonald@fmarion.edu](mailto:pmacdonald@fmarion.edu)

Please reference RFQ-2443 – EDH Dish Room in the subject line of your e-mail.

Quote with all materials required herein must be received by: **September 26, 2:00 pm**

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>	

**SITE VISIT (JAN 2006):** A site visit will be held at the following date, time and location [see cover page of this document for details]. 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.

**MAXIMUM NUMBER OF REPRESENTATIVES AT SITE VISIT (FMU SEPT 2020):** Due to heightened health risks due to the COVID-19 pandemic, no greater than two representatives from any single potential contractor will be allowed to attend this Site Visit.

**SITE VISIT DATE & START TIME:** Non-mandatory, but **highly recommended site visit** – A University representative will be available on Tuesday, September 10 at 10:00AM EST to provide a non-mandatory, but highly recommended site visit to assure a complete understanding of the project. Please contact Lee Capotosti, Project Manager at 843-661-1309 or [lee.capotosti@fmarion.edu](mailto:lee.capotosti@fmarion.edu) to confirm your attendance. The site visit will be held at the Ervin Dining Hall dish room promptly at 10:00AM.

LOCATION: Francis Marion University  
 Ervin Dining Hall  
 Main Campus  
 4822 E. Palmetto St.  
 Florence, SC 29506

## Scope of Work

### Background Information:

The existing dish room system consists of a conveyor system approximately 10 feet in length, a Salvajor Food Waste Trough System, tabling, and two sinks with spray/washing resource, and various plumbing related to this system and the dishwasher. The existing electric conveyor system is in disrepair. Due to significant age, repair parts are no longer readily available. The University's dining services provider has found this conveyor system to be both ineffective (even when operational), and difficult to sanitize.

The University does not wish to continue use of its Salvajor unit, therefore removal and disposal of the food waste trough system and corresponding repair of the area where the trough system was housed is part of this solicitation. The University does not wish to continue the use of the electric conveyor system, therefore the removal of the electric conveyor system is part of this solicitation.

The dishwasher is not a part of this solicitation and does not require work as part of this contract.

### Specifications:

**Item #1 - Removal and disposal of existing conveyor system, table, Salvajor Food Waste Trough System, and select plumbing. Fabricate new conveyance table including sinks and 'put in area', and installation of all items.**

- The University requires the contractor to remove and dispose of the existing conveyor system.
- Upon removal and disposal of the electric conveyor system, a table system is required to be fabricated and installed (including sinks) in the area where the electric conveyor system was removed. Drawings for table system dimensions including related sink dimensions may be referenced by viewing RFQ-2443 Exhibit A at:  
<https://www.fmarion.edu/procurement/solicitationsawards/>.
- Table system and Sinks must be 14 Gauge, Grade 304 Stainless steel.
  - Sink dimensions
    - Must be 24" wide by 24" long.
    - Depth may range from 14" to 18".
    - Sink must accommodate standard 24" compartment sink drain basket.
      - Common basket size 23-3/4" wide by 23-3/4" long by 4" high.
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  - Front splash rail lip of table system must be 4".
  - All installed items such as tables, sinks, and related equipment, must be new.

*Accomplishment of item #1 of the agreement is not considered complete without testing of all in the presence of a Francis Marion University representative.*

**Item #2 – Removal and disposal of select plumbing in dish room associated with the various items in Item #1. Installation of select plumbing to accommodate all facets of installations in Item #1.**

- Select plumbing must be removed and disposed of to accommodate new sink system drainage and elimination of conveyor system and trough system.
- Upon removal and disposal of the select plumbing, appropriate related plumbing is required to be installed (including drainage for new sinks, and also installation of two water sources for each of the sinks) in the area where the electric conveyor system was removed.
  - Installed plumbing from shutoff valve to the table - copper supply lines ¾” preferred.
  - Copper supply lines shall meet ASTM standards for applying ProPress fittings.
    - Copper supply lines shall be integrated via ProPress fittings.
  - Drain lines installed from sinks to floor drain shall be PVC.
- All installed plumbing and related equipment/parts must be new.
- All installed plumbing must meet minimum ASTM standards wherever applicable.

*Accomplishment of item #2 of the agreement is not considered complete without testing of all in the presence of a Francis Marion University representative.*

Site visit as described on page 3 is highly recommended to allow contractor to provide the most accurate quotation related to the materials and labor required for items #1 and #2. A contractor's 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 University.

**Item #3 – Warranty on all labor.**

- Offeror shall provide a minimum one year warranty for all work provided to include but not limited to any approved subcontractors for this agreement. Labor warranty includes but is not limited to execution of items #1 and #2 above.

**Item #4 – Warranty on all materials.**

- Offeror shall provide a minimum one year warranty or extend manufacturer's warranty (whichever is greater) for all materials provided resultant from this contract.
- Offeror shall provide a minimum five-year warranty on items fabricated for the University as part of this project.

All work shall be scheduled mutually between the contractor and the University Representative to best minimize the disruption of operations of the dining hall.

## 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.

**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, cancelation, 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.

#### **QUESTIONS FROM OFFERORS (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

**Subcontractor – Identification:** If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any “government information,” as defined in the clause entitled “Information Security - Definitions,” if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

**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 3**  
**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]