



FRANCIS MARION UNIVERSITY

Request for Quotation

Solicitation Number	RFQ-2054
Date Issued	January 25, 2010
Procurement Officer	Velma Simmons
Phone	843.661.1161
E-Mail Address	vsimmonss@fmarion.edu
Fax	843.661.1165

DESCRIPTION: Provide Public Official / Dishonesty Crime Insurance for Francis Marion University.

SUBMIT OFFER BY (Opening Date/Time): **February 10, 2010 3:00 pm local time**

SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES: **(Faxed responses will not be accepted)**

MAILING ADDRESS:

Francis Marion University
Procurement Office
PO Box 100547
Florence, SC 29501-0547

PHYSICAL ADDRESS:

Francis Marion University
Procurement Office
4622 East Palmetto Street
Florence, SC 29506

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following website: http://www.fmarion.edu/about/solicitationsandawards Award will be posted on or about 02/12/2010.
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You must submit a signed copy of this form **and the Quotation Schedule** with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR(Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE		
(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
Business title of person signing above		
Printed name of person signing above	Date	

TAXPAYER IDENTIFICATION NO.	
(See "Taxpayer Identification Number" provision)	

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A VENDOR IS CONSIDERED TO BE A RESIDENT VENDOR OF THIS STATE IF THAT VENDOR IS AN INDIVIDUAL, PARTNERSHIP, ASSOCIATION, OR CORPORATION AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE, MAINTAINS AN OFFICE AT (Location) _____ MAINTAINS A REPRESENTATIVE INVENTORY AT THE TIME OF THE BID HAVING A MINIMUM OF \$10,000.00 OR MORE OR IS A MANUFACTURER WHICH IS HEADQUARTERED AND HAS AT LEAST A 10 MILLION DOLLAR PAYROLL IN S.C. (RE: SECTION 11-35-1520 (9) (E) OF THE S.C. CONSOLIDATED PROCUREMENT CODE. IN ORDER TO MAKE CLAIM FOR THIS PREFERENCE IN AWARD OF THIS BID, THE PERSON SIGNING THE BID **MUST** PLACE THEIR INITIALS HERE. _____.

Solicitation Outline

- I. Instructions to Offerors
- II. Terms and Conditions
- III. FMU General Conditions for Routine Repair and Maintenance Projects
- IV. Specifications
- V. Quotation Schedule
- VI. Important Tax Notice
- VII. I-312 Tax Affidavit

I. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the web site listed on the cover page of this document for the issuance of Amendments (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

CODE OF LAWS AVAILABLE (JANUARY 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement 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 bodies’ mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention.

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise 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. 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. (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.

REJECTION/CANCELLATION (JANUARY 2006) 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.]

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror.

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

II: TERMS AND CONDITIONS

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

CHOICE-OF-LAW (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

III: SCOPE OF SERVICE / CONDITIONS: The purpose of this Request for Quotation is to provide various insurance needs for Francis Marion University. The successful quoter shall provide all necessary services to place coverage in effect during the award period.

1. Provider shall be licensed in the State of South Carolina.
2. A copy of the proposed bond(s) and policies must be furnished upon request and will be subject to approval prior to award.
3. Bond(s) may be terminated by either party with a thirty (30) day written notice, for other than non-payment of premiums.
4. The successful contractor must have a full service office within the toll free telephone area of the Agency, or provide toll free service to the Agency.
5. The terms should provide for automatic coverage of new employees (Lot A only) without necessity of completing personal applications.
6. Include volunteered workers, Board of Trustees, and students involved in officially sponsored activities. (Lot A only)
7. Extend the policy to allow coverage for terminated employees for sixty (60) days. (Lot A only)
8. There have been no claims filed against the existing policies. Audited financial statements are available if necessary.
9. Deductible for Lots A, C, D, E1 and E2 shall be \$5,000.00.

IV: SPECIFICATIONS

Lot A - Public Official Dishonesty/Crime -Public Employee Dishonesty Blanket Bond

Covers loss sustained by the insured through any fraudulent or dishonest act committed by all employees, acting alone or in collusion with others.

Coverage Amount - \$1,000,000.00

Number of employees – 475 Full-Times, 80 Temporary, 300 Students (Specific employee number/location will be furnished with award)

The entire premises are to be covered. For information, cash is primarily located and protected as follows:

- a. Controller's Office – Stokes Administration Building
Business Hours: 8:00 a.m. – 5:00 p.m.
Safe/Vault: Sterling fireproof safe
Average # of employees on duty: 11

This location is used as the Central Depository

- b. Gymnasium – Smith University Center

This is the Open Registration site for the University where fees are collected. Public Safety Officers are present at all times. Cash and securities are deposited directly by them on these occasions.

All locations are protected by a Mosler Alpha II Alarm System centrally wired to Public Safety/Physical Plant. This system is maintained and modified as needed by the owner. Public Safety Officers are certified Law Enforcement Officers by the S.C. Criminal Justice Academy. Any transport of cash or securities on campus requires their presence.

On normal workdays, cash and securities are transported daily to Stokes Administration Building.

Approximate numbers of employees handling cash are: 11 in the Cashier's Office
Managerial type positions per tort liability are 49.

John J. Kispert, VP - Business Affairs and the Assistant VP - Accounting -Gus McDill are the only employees authorized to sign checks.

Lot B: Public Official Bond - Faithful Performance of Duty

Persons Covered: John J. Kispert, Vice President for Business Affairs

Coverage Amount: \$1,000,000

Lot C: Forgery and Alteration

\$1,000,000 limit with \$5,000 deductible

Lot D: Computer Fraud

\$1,000,000 limit with \$5,000 deductible

Lot E-1: Money and Securities on premises

\$1,000,000 limit with \$5,000 deductible

Lot E-2: Money and Securities, messenger

\$1,000,000 limit with \$5,000 deductible

V: QUOTATION PRICING SCHEDULE

LOT A: PUBLIC OFFICIAL DISHONESTY/CRIME.

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

LOT B: PUBLIC OFFICIAL BOND/FAITHFUL PERFORMANCE OF DUTY.

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

LOT C: FORGERY AND ALTERATION.

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

LOT D: COMPUTER FRAUD.

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

LOT E-1: MONEY/SECURITIES – ON PREMISES

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

LOT E-2: MONEY/SECURITIES - MESSENGER

ANNUAL PREMIUM: \$ _____

FIVE-YEAR PREMIUM: \$ _____

TOTAL ANNUAL PREMIUM: \$ _____

TOTAL FIVE-YEAR PREMIUM: \$ _____

Authorized signature: _____

(Must match cover page)

EVALUATION/AWARD: Award will be made to one provider for the entire quantity for a period of Five years contract term beginning July 1, 2010 through June 30, 2015. The university will decide which option (annual or five-year premium payment) would be most beneficial to the State. In either event, pricing will remain firm for the five-year period. There will be four years remaining option to extend available on this contract, pending the mutual agreement of both parties.

VI: IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at **803-898-5383** or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 6/26/01)
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
 Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
 Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
 Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer state title: _____

 (Name - Please Print)