

Francis Marion University

Fixed Price Bid

Solicitation Number:
Date Issued:
Procurement Officer:
Phone:
E-Mail Address:

FPB-2156 09/14/2012 Eric Garris (843) 661-1134 Egarris@fmarion.edu

DESCRIPTION: Provide Cleaning Services for Campus Police Officer Uniforms.

USING GOVERNMENTAL UNIT: Francis Marion University

The Term "Offer" Means Your "Bid" or "Proposal". If you submit your offer by mail, please include the Solicitation Number & Opening Date must on the package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR OFFER TO ONE OF THE FOLLOWING ADDRESSES OR BY FAX TO (843) 661-1165 OFFERS MAY ALSO BE SUBMITTED VIA E-MAIL (PDF FILE) TO EGARRIS@FMARION.EDU

MAILING ADDRESS:

Francis Marion University Purchasing Office P.O. Box 100547 Florence, SC 29502-0547

CONFERENCE TYPE: Not Applicable

EXPRESS SHIPPING ADDRESS:

Francis Marion University Central Receiving 4822 E. Palmetto Street Florence, SC 29506 HAND-DELIVERY:

Francis Marion University Purchasing Office (Room 102) Stokes Administration Building 4822 E. Palmetto Street Florence, SC 29506

SUBMIT OFFER BY (Opening Date/Time): 09/27/2012 3:00 PM

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 09/20/2012 2:00 PM

(See "Questions From Offerors" provision)

LOCATION: Not Applicable

NUMBER OF COPIES TO BE SUBMITTED One (1)

DATE & II	IME:					
(As appropriate, see "Confe	erences - Pre-Bid/Proposal" & "	Site Visit" provisions)				
AWARD & AMENDMENTS	Award will be posted on or about 10/01/2012. The award, this solicitation, amendments and any related notices will be posted at the following web address: http://www.fmarion.edu/about/solicitationsandawards					
You must submit a signed copy of this form 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. (See "Signing Your Offer" and "Electronic Signature" provisions.)						
NAME OF OFFER			Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.			
AUTHORIZED SIGNATURE			TAXPAYER IDENTIFICATION NO.			
(Person must be authorized to submit binding offer to contract on behalf of Offeror.)			(See "Taxpayer Identification Number" provision)			
TITLE			STATE VENDOR NO.			
(business title of person signing above)			(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)			
PRINTED NAME DATE SIG		DATE SIGNED	STATE C	STATE OF INCORPORATION		
printed name of person signing above)			(If you are a corporation, identify the state of incorporation.)			
OFFEROR'S TYPE OF ENTITY: (Check one)				(See "Signing Your Offer" provision.)		
Sole Proprietor	ship	Partnership		Other		
Corporate entity (not tax-exempt) Corporation (tax-exempt)			exempt)	Government entity (federal, state, or local)		

COVER PAGE (NOV. 2007)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFIC principal place of		ESS (Address for offero	r's home office /		DRESS (Address to ould be sent.) (See "		rement and contract
					Area Code - Nu	mber - Extension	Facsim	ile
					E-mail Address			
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)				ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) Order Address same as Home Office AddressOrder Address same as Notice Address (check only one)				
			MENDMENT	~	nber and its date of	f issue. (See "Amend	lments to Solicita	tion" Provision)
Amendment No.	Amendment Date		Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT PROMPT PA (See "Discount f Payment" cl	YMENT or Prompt	10 (Calendar Days (%)	20 Calenda	r Days (%)	30 Calendar Days ((%)	Calendar Days (%)
Note Regard	ding Ou	estin	ns. To subm	it anestions or	request additi	ional information	on send vou	r

Note Regarding Questions: To submit questions or request additional information, send your written question/request to be received in the Francis Marion University's Purchasing Office no later than the date and time shown on the cover page.

Send Questions to: Mail: Francis Marion University

Purchasing Office PO Box 100547

Florence, SC 29502-0547

Attn: Eric Garris

*Email: EGarris@FMarion.edu or Fax (843) 661-1165

Mark Envelopes, faxes or emails: Questions: FPB-2156 Police Uniform Cleaning

Note Regarding Submission of Bid by Facsimile (FAX): Bids may be submitted via facsimile to (843) 661-1165. Francis Marion University assumes no responsibility for any late, lost, or failed transmissions when submitting via facsimile.

Note Regarding Submission of Bid by E-Mail: Bids may be submitted via e-mail to Egarris@Fmarion.edu. Francis Marion University assumes no responsibility for any late, lost, or failed transmissions when submitting via e-mail. <u>Bidder should not consider a Bid e-mailed</u> unless he or she has received a confirmation e-mail "Receipt."

^{*}E-mail is the preferred method for receiving questions.

TERMS & CONDITIONS

ACQUIRE SERVICES (JAN 2006) The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

ASSIGNMENT (JAN 2006) No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror.

BANKRUPTCY (JAN 2006) (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) 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. [02-2A015-1]

CHOICE-OF-LAW (JAN 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. [07-7A010-1]

CODE OF LAWS AVAILABLE (JAN 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 [02-2A040-1]

COMPLIANCE WITH LAWS (JAN 2006) During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006) The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) 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)] [02-2A050-1]

DEFAULT - SHORT FORM (JAN 2006)

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day [07-7A020-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 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. [02-2A070-1]

EQUAL OPPORTUNITY (JAN 2006) Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

ETHICS CERTIFICATE (MAY 2008) By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-7520, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

FALSE CLAIMS (JAN 2006) According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006) Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

INDEMNIFICATION -- THIRD PARTY CLAIMS (JAN 2006) Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities

attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement. [07-7B100-1]

LICENSES AND PERMITS (JAN 2006) During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

NON-INDEMNIFICATION (JAN 2006) Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

OMIT TAXES FROM PRICE (JAN 2004) Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

PUBLICITY (JAN 2006) Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006) Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PURCHASING CARD (JAN 2006) Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

QUESTIONS FROM OFFERORS (JAN 2004) 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. [02-2A095-1]

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] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

- (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 Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- (d) Price Reasonableness: Any offer may be rejected if the Procurement 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.

 [02-2A105-1]

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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

TERMINATION

Subject to the provisions below, the contract may be terminated for any reason by the University providing a thirty (30) 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 without the required (30) day written notice, then 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 (30) days advance notice requirement is waived and the default provision in this document shall apply.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to establish a list of qualified cleaning service providers for Campus Police Officer uniforms based on a pre-set **maximum** price the university is willing to pay, which may result in purchase orders (contracts) being issued to more than one cleaning service.

Delivery/Pick-up by Campus Police:

Campus Police will deliver and pick up items to be cleaned.

Monthly Invoice:

Contractor will provide a monthly invoice on business letterhead including the date service was provided, the officer's name, item(s) cleaned, individual item price and total cost.

Term of Contract:

Contracts will be for one year with one one-year option to extend available. A new purchase order will be issued at the end of each contract period.

Award(s):

An award will be made to all responsible vendors replying to this solicitation.

Maximum Prices:

The University will pay up to, but not more than the amount stated for services described below.

Adding of Vendors after Initial Deadline:

Providers not responding to the initial deadline may be added to the list of qualified vendors.

No Guarantee of Business:

The failure of a contractor to receive business shall not be grounds for any controversy. There is no guarantee for any amount to any company.

BIDDING SCHEDULE

FPB-2156 Cleaning of Campus Police Uniforms

Interested contractors should respond by returning this page, the cover page and page 2 properly completed to indicate their willingness and agreement to participate.

STATE YOUR PRICES TO PROVIDE THE SERVICES AS SPECIFIED HEREIN. ENTER ALL COSTS THE UNIVERSITY WILL BE REQUIRED TO PAY THE CONTRACTOR INCLUDING PERMITS, FEES, INCIDENTALS AND ALL ASSOCIATED COSTS:

NOTE: DO NOT INCLUDE SALES TAXES IN YOUR PRICE.

<u>Maximum</u> pricing the university will commit to is as follows. Vendors offering lower prices may receive preference.

			Your Price
>	Police Trouser	\$3.25	\$
>	Police Dress Shirt	\$1.90	\$
>	Police Polo	\$3.75	\$
>	Body Armor Shell	\$3.75	\$
>	Police Tie	\$2.50	\$
>	Police Coat with Liner Waist Length	\$5.25	\$
>	Police Coat without Liner	\$4.25	\$
>	Police Coat Full Length	\$11.00	\$

Return this page, cover page (both completed and signed) and page 2 as your bid.

MBE Status

Are you a Certified Minority Vendor (MBE) □YES □NO	
If yes, Please provide certification number:	
Vendor:	
Authorized Signature:(Same as signature on cover page)	
Date:	