



# SPARTANBURG COMMUNITY COLLEGE

Solicitation Number	SCC - 439
Date Issued	01/16/2020
Procurement Buyer	Michael Clardy
Phone	(864) 592-4670
E-Mail Address	clardym@scsc.edu

## Best Value Bid

DESCRIPTION: **Vending Services**

USING GOVERNMENTAL UNIT: **SPARTANBURG COMMUNITY COLLEGE**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY (Opening Date/Time): **02/11/2020 2:00 p.m.**

QUESTIONS MUST BE RECEIVED BY: **02/04/2020 2:00 p.m.**

NUMBER OF COPIES TO BE SUBMITTED: **1 Original Copy and (3) Three Identical Copies (marked "copy")**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:  
 Spartanburg Community College  
 Attn: Michael Clardy  
 REFERENCE BID #SCC-439  
 P.O. Box 4386  
 Spartanburg, SC 29305

PHYSICAL ADDRESS:  
 Spartanburg Community College  
 107 Community College Drive  
 REFERENCE BID #SCC-439  
 Ledbetter Building Room 238  
 Spartanburg, SC 29303

SITE VISIT: To be completed prior to Pre-Bid Conference  
 CONFERENCE TYPE: **Pre-Bid Conference**  
 DATE & TIME: **01/27/2020 10:00 AM**

LOCATION: **Spartanburg Community College  
 107 Community College Dr.  
 Ledbetter Building, Room 230  
 Spartanburg, SC 29303**

AWARD & AMENDMENTS

Award will be posted at the Physical Address stated above on **02/28/2020**. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.scsc.edu/vendors>

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 ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)

AUTHORIZED SIGNATURE

- Sole Proprietorship
- Partnership
- Corporation (tax-exempt)
- Corporate entity (not tax-exempt)
- Government entity (federal, state, or local)
- Other \_\_\_\_\_

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)

DATE SIGNED

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. 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.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO.

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension                      Facsimile _____ E- mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address <b>(check only one)</b>	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address <b>(check only one)</b>

<b>ACKNOWLEDGMENT OF AMENDMENTS</b>							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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**PREFERENCES - A NOTICE TO VENDORS (Modified):**

Preference do not apply to this procurement per SC Consolidated Procurement Code Section 11-35-1524, part (E)

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:**

Not Applicable

## Table of Contents

<b>SECTION_I</b> .....	4
MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)	4
<b>SECTION_IIA</b> .....	4
DEFINITIONS (JAN 2006) .....	4
AMENDMENTS TO SOLICITATION (JAN 2004) .....	5
AWARD NOTIFICATION (NOV 2007) .....	5
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .	5
BID ACCEPTANCE PERIOD (JAN 2004) .....	5
BID IN ENGLISH and DOLLARS (JAN 2004) .....	5
BOARD AS PROCUREMENT AGENT (JAN 2004) .....	5
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	5
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)	6
CODE OF LAWS AVAILABLE (JAN 2006) .....	7
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004) ....	7
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	7
DUTY TO INQUIRE (JAN 2006) .....	7
ETHICS CERTIFICATE (MAY 2008) .....	7
OMIT TAXES FROM PRICE (JAN 2004) .....	8
PROTESTS (JUNE 2006) .....	8
PUBLIC OPENING (JAN 2004) .....	8
QUESTIONS FROM OFFERORS (JAN 2004) .....	8
REJECTION/CANCELLATION (JAN 2004) .....	8
RESPONSIVENESS/IMPROPER OFFERS (JAN 2004) .....	9
SIGNING YOUR OFFER (JAN 2004) .....	9
STATE OFFICE CLOSINGS (JAN 2004) .....	10
SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)	10
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	11
TAXPAYER IDENTIFICATION NUMBER (JAN 2004) ....	11
VENDOR REGISTRATION MANDATORY (JAN 2006) ....	11
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	11
<b>SECTION_IIB</b> .....	11
CONFERENCE - PRE-BID/PROPOSAL (JAN 2006) .....	11
CLARIFICATION (NOV 2007) .....	12
MAIL PICKUP (JAN 2006) .....	12
PROTEST - CPO - MMO ADDRESS (JUNE 2006) .....	12
SITE VISIT – BY APPOINTMENT (JAN 2006) .....	12
SITE VISIT (JAN 2006) .....	13
<b>SECTION_III</b> .....	13
<b>SECTION_IV</b> .....	17
INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)	17
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)	17
MINORITY PARTICIPATION (JAN 2006) .....	18
<b>SECTION_V</b> .....	19
QUALIFICATION OF OFFEROR (JAN 2006) .....	19
SUBCONTRACTOR -- IDENTIFICATION (JAN 2006) .....	19
<b>SECTION_VI</b> .....	19
AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006) ....	19
AWARD TO ONE OFFEROR (JAN 2006) .....	19
COMPETITION FROM PUBLIC ENTITIES (JAN 2006) ....	20
EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)	20
<b>SECTION_VIIA</b> .....	20
ASSIGNMENT (JAN 2006) .....	20
CHOICE-OF-LAW (JAN 2006) .....	20
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)	20
DISCOUNT FOR PROMPT PAYMENT (JAN 2006) .....	21
DISPUTES (JAN 2006) .....	21
EQUAL OPPORTUNITY (JAN 2006) .....	21
FALSE CLAIMS (JAN 2006) .....	21

FIXED PRICING REQUIRED (JAN 2006) .....	21
NON-INDEMNIFICATION (JAN 2006) .....	21
NOTICE (JAN 2006) .....	21
PAYMENT (JAN 2006) .....	22
PUBLICITY (JAN 2006) .....	22
PURCHASE ORDERS (JAN 2006) .....	22
SURVIVAL OF OBLIGATIONS (JAN 2006) .....	22
TAXES (JAN 2006) .....	22
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	23
THIRD PARTY BENEFICIARY (JAN 2006) .....	23
WAIVER (JAN 2006) .....	23
<b>SECTION_VIIB</b> .....	23
CHANGES (JAN 2006) .....	23
COMPLIANCE WITH LAWS (JAN 2006) .....	24
CONTRACT LIMITATIONS (JAN 2006) .....	24
CONTRACTOR'S LIABILITY INSURANCE (JAN 2006) ...	24
CONTRACTOR PERSONNEL (JAN 2006) .....	24
CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)	25
DEFAULT (JAN 2006) .....	25
DISPOSAL OF PACKAGING (JAN 2006) .....	26
ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)	26
ESTIMATED QUANTITY -- UNKNOWN (JAN 2006) .....	26
ILLEGAL IMMIGRATION (NOV. 2008) .....	26
INDEMNIFICATION -- THIRD PARTY CLAIMS (JAN 2006)	26
LICENSES AND PERMITS (JAN 2006) .....	27
MATERIAL AND WORKMANSHIP (JAN 2006) .....	27
PRICE ADJUSTMENTS (JAN 2006) .....	27
PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)	27
PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)	27
PRICING DATA -- AUDIT -- INSPECTION (JAN 2006) ....	27
RELATIONSHIP OF THE PARTIES (JAN 2006) .....	28
TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)	28
TERM OF CONTRACT -- OPTION TO RENEW (JAN 2006)	28
TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)	28
TERMINATION FOR CONVENIENCE (JAN 2006) .....	28
<b>SECTION_VIII</b> .....	30
BIDDING SCHEDULE (NOV 2007) .....	30
<b>SECTION_IX</b> .....	31
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	31
OFFEROR'S CHECKLIST (JUN 2007) .....	32

## **I. SCOPE OF SOLICITATION**

It is the intent of Spartanburg Community College to solicit a best value bid to provide food, beverage, and coin changer/card reader vending services for Spartanburg Community College, in accordance with all requirements stated herein.

The College's objective are to provide, at no cost to the college, a convenient and complete vending operation. The college will require a minimum of 30% commission on gross sales.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (Jan 2006)**

Start date: 03/16/2020 End date: 03/15/2025. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

This is a (3) three-year contract with (2) two (1) one-year renewal options. The maximum contract life is five (5) years.

## **II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS**

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)**

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

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. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

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.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

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 you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover

Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract." Table of Clauses (SEP 2017) 4 Clause # Text Guidance on Use

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-3]

#### **AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (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. [02-2A005-1]

#### **AUTHORIZED AGENT (FEB 2015)**

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

#### **AWARD NOTIFICATION (FEB 2015)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-2]

#### **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]

#### **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing. [02-2A020-1]

#### **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

#### **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Mandatory for all solicitations conducted by the Division of Procurement Services. Table of Clauses (SEP 2017) 5 Clause # Text Guidance on Use Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

#### **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

## **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

#### **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]

#### **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

#### **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]

#### **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 (FEB 2015)**

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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

#### **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 8-13-720, 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]

#### **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]

#### **OPEN TRADE REPRESENTATION (JUN 2015):**

By submitting an Offer, Offeror represents that Offeror 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. [02-2A083-1]

#### **PROTESTS (JUNE 2006)**

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010] (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

#### **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

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

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. [See R. 19-445.2140] [02-2A095-2]

Questions must be submitted by February 4, 2020 at 2:00 pm. Please send questions to:

Mailing address: Spartanburg Community College  
Attn: Michael Clardy  
BVB# SCC-439  
PO Box 4386  
Spartanburg, SC 29305  
TITLE: Vending Services

Email: [clardym@sccsc.edu](mailto:clardym@sccsc.edu)

Fax: 864-592-4642

#### **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 (JUN 2015)**

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

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

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

#### **SIGNING YOUR OFFER (JAN 2004)**

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

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: [http://www.scemd.org/scgovweb/weather\\_alert.html](http://www.scemd.org/scgovweb/weather_alert.html). [02-2A120-1]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other Mandatory for all solicitations. Table of Clauses (SEP 2017) 12 Clause # Text Guidance on Use text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) 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). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that

subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

#### **VENDOR REGISTRATION MANDATORY (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

#### **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]

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

#### **CONFERENCE - PRE-BID (JAN 2006)**

Pre-Bid/Proposal Conference Date and Time: Monday 01/27/2020 **10:00 A.M.**  
Location of Pre-Bid/Proposal Conference:

**Spartanburg Community College  
107 Community College Drive  
Ledbetter Building, Room 230  
Spartanburg, SC 29303**

**Site Visits must be scheduled and completed before the pre-bid meeting. Detailed site visit information on page 11.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. 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. [02-2B025-1]

**This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, Offerors are encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are unclear, or unduly restrictive.**

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

#### **CLARIFICATION (NOV 2007)**

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

**ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)** In addition to your original offer, you must submit an electronic copy or copies on compact disk (CD), DVD, or USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every disk or USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address technical proposal or business proposal. If multiple-disk sets are provided, each disk in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02- 2B070-2]

#### **MAIL PICKUP (JAN 2006)**

The Spartanburg Community College picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

#### **PROTEST - CPO - MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us) or by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

#### **SITE VISIT -- BY APPOINTMENT (Modified)**

Appointment for a site visit may be made by contacting:

**Barbara Suttles**

**Phone #: 864-592-4647**

When arranging Site Visits, Offerors are limited to two representatives each. Offerors are to provide their own transportation.

**The purpose of the site visits is to allow for those in attendance to see the property. This is NOT intended as a time for questions and answers. All questions will need to be submitted in writing to the Director of Procurement, Michael Clardy via email or at the Pre-Bid Conference. Questions will be discussed as a group at the Pre-Bid Conference and a binding Amendment will follow. Oral explanations or instructions provided at the site visits or the pre-bid conference are not binding unless they are addressed in a written Amendment to the solicitation.**

#### **SITE VISIT (JAN 2006)**

A site visit will be held at the following date, time and location. 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.

**Date: Prior to Pre-Bid Conference on 01/27/2020 at 10:00 A.M.**  
(See "Site Visit – By Appointment" Provision Above)

**Site visit locations and addresses are listed below:**

- Main Campus: 107 Community College Drive, Spartanburg, SC 29303
- Tyger River Campus: 1875 East Main Street, (Hwy 290) Duncan, SC 29334
- Cherokee County Campus: 523 Chesnee Highway (Hwy 11), Gaffney, SC 29341
- Union County Advanced Technology Center: 1401 Furman L. Fendley Hwy, Union, SC 29379
- Evans Academic Center: 220 East Kennedy Street, Spartanburg, SC 29302

[02-2B165-1]

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **SCOPE OF SOLICITATION**

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1] to establish a contract to provide food, beverage, **a complete vending service** for Spartanburg Community College, in accordance with all requirements stated herein.

The College's objectives are to provide, at no cost to the College, a convenient and complete vending operation.

#### **BACKGROUND**

Spartanburg Community College is a two-year institution within the State Technical Education System. Student enrollment is approximately 5,000 with 316 full time faculty and staff. Day classes are Monday through Friday; evening classes are Monday through Thursday. Continuing Education classes are also offered on Saturday mornings. The Cherokee campus located in Gaffney, SC has approximately 350 students, the Tyger River campus located in Duncan, SC has approximately 300 students, the Downtown Campus located in the heart of downtown Spartanburg, SC has approximately 650 and Union Advanced Technology Center located in Union, SC has approximately 100 students. Current service consists of automatic vending equipment, including food, hot and cold beverages, microwave and coin-changer vending services located at the main campus and at our expanding satellite locations.

The annual gross vending sales for 2018-2019 were \$168,508.11.

#### **SCOPE OF WORK**

The specification covers requirements for furnishing and installing automatic vending equipment, including food items, on College owned premises.

I. **CLASSIFICATION**

Services rendered herein shall be classified as Vending Services.

II. **APPLICABLE STANDARDS**

**Food Service Regulations 61-25-Vending of Food and Beverages**

Department of Health and Environmental Control

2600 Bull Street

Columbia, S.C. 29201

The Vending of Food and Beverages  
US Department of Health and Human Services  
Public Health Service  
Food and Drug Administration  
Office of Regulatory Affairs  
New Hampshire Ave  
Silver Spring, MD 20993

### III. REQUIREMENTS

The contractor shall provide vending services to all (5) five campus locations, while offering an expanded variety of products to meet the needs of its customers.

#### **Food Supplies:**

Food sold through vending machines and offered to patrons of vending machines shall be sound and free from spoilage or other contamination and shall meet or exceed all applicable standards for human consumption. The food shall be obtained from sources that comply with all laws relating to food and food labeling. The use of food in hermetically sealed containers that was not prepared in a food-processing establishment is prohibited.

All products shall be attractively packaged, clearly labeled and priced.

Machines shall be stocked with adequate merchandise with due consideration to freshness and variety. Access to healthy options, sugar-free, low fat and fat free products, where available, shall be provided. The College reserves the right to require the successful offeror to stock additional product(s) as demand dictates.

All machines shall be stocked and in operation 24 hours a day, Monday through Sunday, except when the College is officially closed.

All items dispensed from vending machines must be of first quality and in manufacturer's packaging. The Contractor must have an effective program that ensures the freshness of all products vended at all locations. Products with expired "freshness" or "sell by" dates shall be removed from the machines on or before the expiration date. The Contractor shall furnish as part of their proposal, the schedule for inspections and rotation of inventory, and other quality control measures that ensures the freshness of the products offered.

#### **Facilities and Equipment:**

The contractor shall have rights to furnish, install, operate, supply and service at its own cost and expense, automatic vending equipment for sale of food items normally sold in vending machines on the College's premises. The Contractor shall place and operate such machines only in designated areas as may be mutually agreed upon by the Contractor and the College.

All vending equipment shall have the capacity of refunding change and have adequate change inventory for required returns. All equipment will be required to have dollar bill acceptors and accept dollar coins along with card swipes for debit and credit card sales.

Contractor shall service merchandise and maintain equipment in a clean, sanitary and good mechanical condition at contractor's sole cost and expense. The College expects the contractor to update and replace machines as necessary when routine maintenance and repairs fail or are no longer practical. Failure to keep the machines in good repair or meet the minimum health requirements will, at the election of the College, result in the College having the machines removed or termination of the contract.

At the time of installation, all machines installed shall be **new/or the latest production models**, with validators. All machines will be energy efficient and meet or exceed the standards for energy savings (See Qualified Products List).

The Contractor will design and do an area treatment to achieve the most inviting and interesting décor for the vending and student areas. Area treatment shall be at the contractors' expense and shall meet the requirement of the College. All vending machines are to be uniform in color, height and appearance.

Title to all equipment furnished and installed by the Contractor shall remain the property of the Contractor and none of the equipment shall become a part of the building, or property of the College.

The College shall not be responsible for loss or damage to the vending machines or their contents resulting from any cause while on College premises.

**Times for Stocking Machines:**

Access to buildings will only be at the entrances and hours specified by the College.

Access to facilities outside of the stated hours will be coordinated with the Administrative Coordinator.

**Repair Service:**

An effective preventative maintenance program and repair service must be available during normal use hours with 24-hour response for service beginning with time of service call. Replacement machines must be provided when determined necessary by the College, including replacement as needed for significant interior and/or exterior deterioration.

**Refund Policy:**

Establish a petty cash change fund at the College bookstore (central campus) and satellite sites to refund students, employees or other vending customers who do not receive satisfactory products or their money back from the vending machines. A refund form, which requires machine location and number, customer name, date and nature of problem, will be developed by the Contractor and approved by the College. Any cost incurred in providing this refund service shall be the responsibility of the vending company. The refund procedure and location will be posted at each vending location.

**Housekeeping:**

To facilitate housekeeping, all vending machines shall be located so that space around the machines can be easily cleaned and maintained, and so that insect and rodent harborage is not created. When mounted on legs, a minimum of 6 inches of unobstructed space shall be provided beneath the unit.

The Contractor is responsible for the removal of re-supply cartons, crates, wrappings, etc. to the trash compactor located in the rear of the campus for disposal.

All Vendor provided equipment, including (if applicable) microwave ovens and coffee makers shall be maintained in proper working order, cleaned and inspected so as to comply with all state, local and FDA rules regulations and applicable standards. All equipment shall present a positive public image.

The Vendor will maintain high standards of sanitation and cleanliness with respect to the vending services provided.

All other cleaning in the vending areas shall be the responsibility of the College.

**As part of their proposal, the Vendor shall submit a schedule for cleaning, inspection and maintenance.**

**College Provided Space and Utilities:**

The College agrees to provide adequate space and utilities, including ready connection for such, at the location of all equipment. The college shall also provide the necessary periodic cleaning of all tables, chairs, floors, walls, ceilings, light fixtures and other College fixtures, including trash receptacles.

**Exterminating Services:**

The College shall provide exterminating services in all vending areas. The exterminating services shall be coordinated between the Contractor and the Administrative Coordinator, with the College retaining the final control as to the areas to be exterminated. The College shall not be held responsible for any damage of nature that may be caused as a result of the exterminating service.

**Product Promotions:**

The Contractor agrees to promote and advertise vending products and services to the campus community at a minimum of the beginning of the fall, spring and summer semesters of each academic year. The Administrative Coordinator must approve all promotions and advertising materials prior to publication.

**Brands & Prices:**

All items sold must be nationally known brand products. Machines and food/drink inventories currently being used by the college may be inspected during site visits.



**Energy Conservation:**

The Contractor shall observe all rules and regulations regarding energy conservation as promulgated by the College. Where possible, the Contractor shall furnish equipment with high rating for energy efficiency. It will be the responsibility of the Contractor to keep abreast of the required energy conservation measures used by the College and provide input into reducing the energy consumed by vending machines and appliances.

**Damage to Contractor Owned Equipment, Inventory or Loss of Cash:**

SCC provides Campus Police and supplemental security officers to provide for the safety and security of the College faculty, staff, visitors and property. However, SCC does not warrant the prevention of any loss to the Contractor due to vandalism, riot or theft and will not be responsible for the loss of cash, inventory, and cost of repairs or replacement of inventory.

Likewise, the College shall not be liable for any damage or injury to the goods or property of the Contractor done or occasioned by or from electrical wire, the bursting, leaking or running of water from any source, or for any damage of any property of the Contractor or his/her employees or other damage, delay, inconvenience or annoyance to the Contractor arising from or because of strikes, lockouts, or other labor difficulties, or for any other reason whatsoever.

The Contractor waives any and all right of recovery from SCC or the State for property damage, loss of use or compensation thereof, however occurring.

**GENERAL REQUIREMENTS**

**Alcoholic Beverages:**

The Contractor shall not permit any alcoholic or intoxicating beverage to be sold, dispensed or otherwise used at any vending stations located on SCC property.

**Cigarette Vending:**

The Contractor is prohibited from vending or dispensing cigarettes or other tobacco products at any College location.

**Fiscal Matters:**

All facilities, equipment and services to be provided by the Contractor shall be at the Contractor's expense. The Contractor shall pay the college a percentage of gross sales, less applicable sales tax, covering all food and beverage products.

Monthly sales commissions will be paid to the College by check within 15 calendar days following the close of the month and must be supported with full accounting of all gross sales before and after applicable sales taxes. The Contractor will provide a full inventory of each machine type and location by machine number. The inventory shall be updated as necessary with the addition, removal or relocation of machines.

Collection reports; reported sales and non-reset sales counters may be audited on regular schedule as determined by the College, to verify the Contractor's inventory control and reported commissions or equivalent.

The College will administer refunds on behalf of the Contractor and will cooperate to establish controls to ensure the appropriateness of refunds.

**Removal of Equipment at Expiration/Termination of Contract:**

The Contractor also agrees that at the time of termination of the contract, to promptly remove, at his/her own expense and without damage to the building(s) and/or property, all vending equipment and all auxiliary equipment furnished and installed by him/her and shall furnish and restore in good order and condition those areas utilized for these operations (normal wear and tear excepted). Removal of equipment shall not exceed a period of (30) thirty days without the express written permission of SCC. After a period of (60) sixty days, the equipment shall be deemed to be abandoned and SCC will (at the Contractors expense) take any measures deemed necessary to remove the equipment.

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

To be considered for award, all bids must include, as a minimum, the following information. All information should be presented in the listed order:

**A. Commission:**

1. Completed bid schedule. Percent commission of gross sales from vending machines.

**B. Proposed prices to charge students, faculty and staff for vending machine products offered for sale under this solicitation. Proposed products to service the account. In addition, the bid may specify investment in the Colleges scholarship program.**

**C. Experience and Qualifications:**

1. Description of general background, experience and qualifications of offeror.
2. Provide previous relevant experience, including vending operations on other College campuses or business in the southeast, giving a general description, period of time offeror has served each location, and the total annual sales volume for each location.
3. List names, addresses and telephone numbers of administrators who are in the position to evaluate the general quality of the operation of their site.

**D. Industry and Program Experience:**

1. Describe how the management personnel employed to fulfill the contract will operate organizationally. Provide the names and resume(s) of the person(s) who will direct operations on campus.
2. Include procedures for evaluating the operations of the total program. Include a method of determining student, faculty and staff satisfaction.
3. On Campus Sales Promotion Plan: Describe your plans to promote and advertise products and services to the Campus community. Identify types of promotional activities.

### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)**

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms.

The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-3]

### **SUBMITTING REDACTED OFFERS (MAR 2015)**

If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

## **V. QUALIFICATIONS**

### **QUALIFICATIONS OF OFFEROR (MAR 2015)**

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business or responsibility ma, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request.

Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to “Standard Clauses & Provisions.” [05-5005-2]

### **QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED):**

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

(a) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.

- (b) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (c) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (d) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

**SUBCONTRACTOR – IDENTIFICATION (FEB 2015)**

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. Use of this clause is mandatory if the solicitation includes the Information Security clause (7B104) and is encouraged for all procurements other than commodities. Table of Clauses (SEP 2017) 30 Clause # Text Guidance on Use 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]

**VI. AWARD CRITERIA**

**AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006)**

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6025-1]

**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 non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

**EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)**

Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6060-1]

- A. 60% Minimum guaranteed return commission to the College and the percentage of gross sales.
- B. 15% Proposed prices and list of drinks and snacks.
- C. 15% Vendor expertise with engagement of similar scope and complexity. Relevant experience, qualifications, and references.
- D. 10% Industry and program experience

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19- 445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **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]

### **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)**

- (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) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **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]

## **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

## **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]

## **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]

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

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. [07-7A045-2]

## **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage 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. [07-7A053-1]

## **PAYMENT & INTEREST (FEB 2015)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of

recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The State shall have all of its common law, equitable and statutory rights of set-off. [07- 7A055-3]

#### **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. [07-7A065-1]

#### **SURVIVAL OF OBLIGATIONS (JAN 2006)**

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. [07-7A075-1]

#### **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

#### **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise. [07-7A090-1]

## **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (JAN 2006)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

### **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]

### **CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required



occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it. (e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time. (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced. (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer. (h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. (i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

### **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

### **CONTRACTOR'S OBLIGATION -- GENERAL (MODIFIED)**

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]

The Contractor agrees to employ and supervise all labor and management necessary for the efficient and effective operation of all vending services.

All service personnel shall be well groomed and uniformed. They shall comply with the rules and regulations with respect to personal hygiene and condition of work as established or promulgated by the State Department of Health and Environmental Control, Food and Drug Administration and any other governmental agency. Proper conduct of all personnel shall be maintained.

It shall be the responsibility of the Contractor not to involve the College in any labor dispute in connection with the contractor and his/her personnel.

The Contractor shall be responsible for the safety and health of all his/her workers on the job and shall comply with all applicable provisions of the Occupational Safety and Health Act.

The Contractor shall comply with the Fair Labor Standard Act as amended and any other applicable statutes that may relate to employee compensation.

**DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

### **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

### **ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

### **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

### **ILLEGAL IMMIGRATION (NOV. 2008)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

### **INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011)**

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. [07-7B100-2]

### **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]

### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

### **PRICE ADJUSTMENTS (JAN 2006)**

(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. [07-7B160-1]

#### **PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)**

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least one hundred forty-five (145) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

#### **PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "all items" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov) [07-7B170-1]

#### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

#### **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

#### **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is three (3) years, 0 months, 0 days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

## **TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)**

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio. [07-7B245-2]

## **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120 days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### BIDDING SCHEDULE (NOV 2007)

Item	Quantity	Unit of Measure	Commission Rate	
1	1	percentage		Left Blank Intentionally
<b>Product Catg.:</b> 74085 - Vending Machines Refrigerated and Non-Refrigerated (Food Beverages etc)				
<b>Item Description:</b> Campus Vending Services and Supplies at Spartanburg Community College campuses				
<b>Tendering Text:</b> The guaranteed minimum commission rate for this service will be 30% of gross receipts. The estimated contract sales over the past four years are \$845,000.00. <b>Any percent commission rate less than 30% will be deemed non-responsive and the bid will be rejected.</b>				

The following formula will be used in determining the total revenue of each offer which includes your total commission and any investment to the Scholarship program. Multiply the commission percent by the estimated annual gross sales (\$192,528.35) to determine commission amount. See Attachment 2 – Gross Receipts for the past four years.

$$\begin{aligned}
 & \underline{\hspace{2cm}} \% \text{ commission percentage} \times \$192,528.35 = \$ \underline{\hspace{2cm}} \\
 & \quad + \text{Scholarship program investment} = \$ \underline{\hspace{2cm}} \\
 & \text{Subtotal (1 Year Total Revenue)} \quad = \$ \underline{\hspace{2cm}} \\
 & \text{x Initial Term (2 Years)} \quad \quad \quad \times \underline{2} \\
 & \text{Total Revenue Initial Term} \quad \quad \quad = \$ \underline{\hspace{2cm}} \\
 & \text{1 Year Total Revenue} \quad \quad \quad = \$ \underline{\hspace{2cm}} \\
 & \text{x Max Contract Period (5 Years)} \quad \times \underline{5} \\
 & \text{Total Potential Value \& Eval Amt} \quad = \$ \underline{\hspace{2cm}}
 \end{aligned}$$

#### **EXAMPLE:**

#### FORMULA:

The following formula will be used in determining the price of each offer, which includes your total commission and Multiply the commission percent by the estimated annual gross sales (\$192,528.35) to determine commission amount.

$$\begin{aligned}
 & \underline{32\%} \text{ Commission Percentage} \times \$192,528.35 = \$ \underline{61,609.07} \\
 & \quad + \text{Scholarship program investment} = \$ \underline{1,000.00} \\
 & \text{Subtotal (1 Year Total Revenue)} \quad = \$ \underline{62,609.07} \\
 & \text{x Initial Term (2 Years)} \quad \quad \quad \times \underline{2} \\
 & \text{Total Revenue Initial Term} \quad \quad \quad = \$ \underline{125,218.14} \\
 & \text{1 Year Total Revenue} \quad \quad \quad = \$ \underline{62,609.07} \\
 & \text{x Max Contract Period (5 Years)} \quad \times \underline{5} \\
 & \text{Total Potential Value \& Eval Amt} \quad = \$ \underline{313,045.35}
 \end{aligned}$$

## IX. ATTACHMENTS TO SOLICITATION

Attachment List [09-9002-1]

Attachment 1 - Vending Equipment List

Attachment 2 - Gross Receipts for the Past Four Fiscal Years

Attachment 3 - Acceptable Vending Machine Manufacturers

## NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

### 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.

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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.

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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](http://www.sctax.org)

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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.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:

<http://www.sctax.org/Forms+and+Instructions/withholding/default.htm>

[09-9005-1]

## OFFEROR'S CHECKLIST (JUN 2007)

### OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

- Review this checklist prior to submitting your bid/proposal.  
If you fail to follow this checklist, you risk having your bid/proposal rejected.
- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences. [09-9010-1]



## **APENDEX 1**

### **SPARTANBURG COMMUNITY COLLEGE VENDING EQUIPMENT LIST**

#### **BMW TRAINING CENTER – HWY 290, DUNCAN**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **JAMES P. LEDBETTER BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **HEALTH SCIENCES BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **TRACY GAINES LEARNING RESOURCE CENTER**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.

#### **JOE D. GAULT BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **DAN L. TERHUNE BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **P. DAN HULL BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

#### **JACK A. POWERS BUILDING**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**LIBRARY LEARNING RESOURCE CENTER**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**TYGER RIVER BUILDING – HWY 290, DUNCAN**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**L. HOKE PARRIS BUSINESS CENTER – HWY 11, GAFFNEY**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**HARVEY S. PEELER JR. ACADEMIC BUILDING – HWY 11, GAFFNEY**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**EVANS ACADEMIC CENTER – 220 EAST KENNEDY STREET**

- (2) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (2) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**UNION COUNTY ADVANCED TECH. CTR. – 1401 FURMAN L. FENDLEY HWY. UNION**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**CENTER FOR ADVANCED MANUFACTURING, HWY 11, GAFFNEY**

- (1) Each cold drink machine – minimum of either (8) selections of popular soft drinks.
- (1) Each snack machine – pastries, candy, cracker, popcorn, gum, chips – several selections of “name brand” and popular items to include low fat, healthy snacks.
- (1) Each commercial microwave oven and cabinet.

**APENDEX 2**

**SPARTANBURG COMMUNITY COLLEGE**

**GROSS RECEIPTS FOR THE PAST FOUR (4) FISCAL YEARS**

FY (JULY 1, 2018 – JUNE 30, 2019)	\$168,508.11
FY (JULY 1, 2017 – JUNE 30, 2018)	\$146,776.00
FY (JULY 1, 2016 – JUNE 30, 2017)	\$166,829.95
(JULY 1, 2015 – JANUARY 21, 2016)	\$172,802.90

Central, Tyger River, Union Campus – Vending Sales 2018-19 - \$156,633.65

Cherokee County Campus – Vending Sales 2018-19 - \$11,874.46

## APENDEX 3

### ACCEPTABLE VENDING MACHINE MANUFACTURERS

**May offer other or equals are permitted**

Automatic Products	National Vendors	Rowe
Choice Vend	Polyvend	Royal Vendors
Dixie Narco	RMI	U-Select-It
ECC Vending Products	R-O International	Vendo
Rockola	International	Crane