



Greenville Technical College

**Invitation for Bids**

Solicitation Number: GTC-24-09-288IFB-Vending  
Date Issued: 9/06/2023  
Procurement Officer: Kristal Doherty  
Phone: (864) 250-8417  
E-Mail Address: Kristal.doherty@gvltec.edu  
Mailing Address: PO Box 5616 Greenville, SC 29606

DESCRIPTION: Vending Services

USING DEPARTMENT UNIT: Auxiliary Services

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR OFFER TO EITHER OF THE FOLLOWING ADDRESSES:**

MAILING ADDRESS: Greenville Technical College  
Purchasing – MS 1236  
PO Box 5616  
Greenville, SC 29606-5616

PHYSICAL ADDRESS: Greenville Technical College  
Bldg. 102 Room 240  
738 S. Pleasantburg Dr  
Greenville, SC 29607

**SUBMIT BID BY (Opening Date/Time): 10/3/2023 @ 2:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **9/21/2023 @ 2:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard copy & One (1) hard copy marked COPY. A redacted copy may also be submitted. If submitting a redacted copy-See Section IV. Submitting Redacted Offers for instructions. Must also submit 1 copy on USB flash drive.**

**Initial here if NO redacted copy is necessary \_\_\_\_\_**

CONFERENCE TYPE:	DATE & TIME:	LOCATION:
N/A	N/A	N/A

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

**AWARD & AMENDMENTS**

Award is scheduled to be posted on **10/10/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.gvltec.edu/purchasing/>

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

**AUTHORIZED SIGNATURE**

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

**DATE SIGNED**

**TITLE**

(business title of person signing above)

**STATE VENDOR NO.**

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

**PRINTED NAME**

(printed name of person signing above)

**STATE OF INCORPORATION**

(If you are a corporation, identify the state of incorporation.)

**OFFEROR'S TYPE OF ENTITY: (Check one)**

(See "Signing Your Offer" provision.)

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

# PAGE TWO

**(Return Pages One and Two with Your Offer)**

**HOME OFFICE ADDRESS**  
(Address for offeror's home office /principal place of business)

**NOTICE ADDRESS**  
(Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

Area Code - Number - Extension: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**PAYMENT ADDRESS**  
(Address to which payments will be sent.)

**ORDER ADDRESS**  
(Address to which purchase orders will be sent) (See "Payment" clause)  
(See "Purchase Orders and "Contract Documents" clauses)

**(check only one)**

- Payment Address same as Home Office Address
- Payment Address same as Notice Address

**(check only one)**

- Order Address same as Home Office Address
- Order Address same as Notice Address

## ACKNOWLEDGMENT OF AMENDMENTS

Offeror 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

## DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)

10 Calendar Days (%)      20 Calendar Days (%)      30 Calendar Days (%)      \_\_\_\_\_ Calendar Days (%)

### PREFERENCES – Preferences do not apply to this bid

### PREFERENCES - Preferences do not apply to this bid

# Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

## **I. SCOPE OF SOLICITATION**

### **ACQUIRE SERVICES (MODIFIED):**

The purpose of this solicitation is to acquire Vending services complying with the enclosed description, specifications and conditions.

### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006):**

Start Date: 11-01-2023 End Date: 10-31-2028. 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]

**The initial term of this contract is for one (1) year with four (4) one year options to renew, for a maximum term of 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 to 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."

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 (MODIFIED)**

All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.gvltec.edu/purchasing/](http://www.gvltec.edu/purchasing/). (a) The Solicitation may be amended at any time prior to opening. (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.

#### **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 governmental official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

#### **AWARD NOTIFICATION (MODIFIED)**

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 electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

#### **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 & DOLLARS (JANUARY 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]

#### **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.gov/code/statmast.php>. The South Carolina Regulations are available at <http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

#### **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]

#### **DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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 text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected".

By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

**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 (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with

enough particularity to give notice of the issues to be decided. [02-2A085-2]

### **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)**

- (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.**
- (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

**E-mail questions to [Kristal.doherty@gvltec.edu](mailto:Kristal.doherty@gvltec.edu) no later than 2:00 PM on 9/21/2023 titled in subject line "GTC-24-09-288IFB-Vending". Questions received after this date and time will not be answered.**

### **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 (JUNE 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]

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

Site visits are not mandatory, but are strongly encouraged. Site visits should take place by Friday 9/15/2023 to ensure vendors have time to submit questions in writing by the deadline for submitting written questions on 9/21/2023. All questions asked during a site visit must be submitted in writing (per the instructions in the Questions from Offerors section of this document) in order to receive binding answers. Site visits may be scheduled after this date, but vendors will not be able to submit questions after 9/21/23.

Appointment for a site visit may be made by contacting:

Ray Lambert, 864-250-8748, [ray.lambert@gvltec.edu](mailto:ray.lambert@gvltec.edu)

### **STATE OFFICE CLOSINGS (MODIFIED)**

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 <https://scemd.org/prepare/types-of-disasters/severe-winter-weather/> or [www.gvltec.edu](http://www.gvltec.edu)** [From 02-2A120-3]

### **DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021)**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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 text.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

#### **SUBMITTING A PAPER OFFER OR MODIFICATION (Modified)**

**Greenville Technical College is not accepting online or facsimile offers at this time.** When you 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.**

#### **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 (MODIFIED):**

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 Doing Business with Us. Then select 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 and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and on Step 9 – Messages to administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State Index - Business Entities Online - S.C. Secretary of State ([sc.gov](http://sc.gov)) or S.C. Department of Revenue Withholding ([sc.gov](http://sc.gov)). [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**

#### **MAIL PICKUP (MODIFIED)**

The Logistics Management Office of Greenville Technical College picks up all mail from The US Postal Service only once daily around 8:00 a.m. (excluding weekends and holidays). See provision entitled Section II. A. Deadline for Submission of Offer.

#### **PROTEST - CPO - MMO ADDRESS (Modified)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov) , (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B120-1]

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

#### **Background**

Greenville Technical College (GTC) is one of the largest two-year community colleges in South Carolina and has been in operation since August 1962. Annual enrollment on all campuses of GTC each fall and spring semester is approximately 11,000 students with approximately 5,500 students during the summer semester. Including all campuses, GTC employs approximately 1,100 faculty and staff. Economic Development and Corporate Training Division enrollment totals approximately 20,000 individuals attending one to five day seminars offered for professional development throughout the year.

**The average annual gross vending sales for the years 2019, 2020 and 2022 was \$228,520 per year. Due to COVID, 2020 and 2021 sales were impacted due to many classes being virtual (we did not include 2021 amounts in our calculation because that was the biggest outlier year), however, we have returned to in-person learning on all campuses.**

#### **Contractor Requirements**

Contractor must maintain all vending machines, furnished and installed, in accordance with the minimum practices established by the United States Public Health Service in their publications No. 546 entitled "Vending of Food and Beverages –A Sanitation Ordinance Code - 1965 Recommendation of the Public Health Service".

The Contractor shall serve only food of good and fresh first quality, attractively served and shall meet the approval of GTC.

No imitation, adulterated or misbranded article shall be sold or kept for sale. All merchandise kept on hand shall be stored and handled with regard for sanitation. Upon request, the Contractor shall supply brands and suppliers names

for all food products and beverages served. GTC reserves the right to periodically review all invoices to ensure these specifications are being met. GTC must approve any deviations.

In the event the Contractor has any complaint regarding clients, visitors, employees or student conduct in any vending area, such complaints shall be referred to GTC's Director of Auxiliary Enterprises. In the event that law enforcement is required, the Contractor shall contact Campus Police and Campus Police shall handle any instances requiring law enforcement.

The contractor must furnish, install, maintain and operate, at contractor's cost and expense, the minimum number of vending machines and microwave ovens listed on **Exhibit A**. The number of vending machines and microwave ovens at each location may increase/decrease between the contractor and GTC during the course of the contract to accommodate the student/staff population. GTC must authorize the increase or decrease of these machines. The contractor must also provide personnel, delivery service, and repair of vending machines at all times. All machines must be clean and undamaged, both inside and outside.

The delivery schedule will be as follows unless otherwise amended by the College administrator of this contract.

Barton	once a day; M-F
Benson Campus	twice a week, M-F
Brashier Campus	twice a week, M-F
North West Campus	twice a week, M-F
SCTAC Center (Aircraft Maintenance)	twice a week, M-F
CMI	twice a week, M-F
McKinney Automotive Center	twice a week, M-F
University Center	twice a week, M-F
Waggoner Center	twice a week, M-F

The Contractor shall observe all rules and regulations regarding energy conservation as disseminated by GTC. The Contractor shall be up-to-date regarding the required energy conservation measures used by GTC.

Contractor use of recycled and recyclable products is strongly encouraged (as GTC has recycling initiatives ongoing at all locations).

The Contractor shall not permit any alcoholic or intoxicating beverages to be sold or dispensed at any GTC location.

The Contractor shall be fully responsible for the lawful use; handling, storage and disposition of any chemical brought onto GTC premises and shall follow all federal, state and municipal laws and regulations as they apply. GTC shall hold contractor fully liable for any damages, fines or penalties that may be assessed against the GTC resulting from contractor's failure to follow said laws and regulations.

The Contractor shall not do or permit anything to be done on GTC premises that will increase the rate of fire insurance or conflict with any laws, ordinances, and regulations of Federal, State or Local authorities. The Contractor shall not bring or keep anything on GTC premises that will increase the rate of fire insurance or conflict with any laws, ordinances, and regulations of Federal, State or Local authorities.

The Contractor must donate a minimum of 150 cases of product to GTC each year.

## **REQUIREMENTS/CONDITIONS/DESCRIPTIONS**

### **Food Supplies**

Food sold through vending machines and offered to patrons shall be sound and free from spoilage, filth, or other contamination and shall be safe 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 drink machines will have at least 1 selection for bottled water.

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.

Vending Services may be set up as a 'Micro Market' or 'Open Air Market'. These services should expand standard vending services with a much larger variety of choices and healthy options, providing snack, beverage, and fresh foods in a customizable retail space. One Micro Market will be installed at the satellite campuses Benson, Brashier, and Northwest. Barton will have a minimum of two locations with a possible third.

### **Facilities and Equipment**

Contractor shall have exclusive rights to furnish, install, operate, supply and service automatic vending equipment for the sale of food items normally sold in vending machines on State premises.

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 must service merchandise and maintain equipment in clean, sanitary, and good mechanical condition at Contractor's sole cost and expense. Contractor must submit a schedule for cleaning, inspection and maintenance with their bid.

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.

All products shall be professionally and attractively packaged, clearly labeled, and priced. All foods with expiration dates must be packaged, coded, and replaced with fresh products using an inventory rotation system developed by the Contractor and pre-approved by GTC.

Machines shall be stocked with adequate merchandise with due consideration to rotation and variety of items. If there is a problem with the variety of snacks or drinks, vendor will be responsible for changing as specified by GTC.

Vending machines stocking will be maintained as sales dictate to guarantee that out-of-stock conditions do not become a problem. All machines shall be stocked and in operation 24 hours a day.

All expired products will be removed promptly.

Labeling on all items, including perishable foods, must comply with all U.S.D.A. and FDA regulations, or qualification, and institution policy regarding packaging, labeling, ingredient listing, and standards.

Contractor must provide a representative on call 24 hours a day to handle service calls.

### **Times for Stocking Machines**

Access to buildings will only be at the entrances between 8AM-5PM Monday-Thursday and 8AM-1PM Friday. Access to facilities outside of the stated hours will be coordinated with the Auxiliary Services Director.

### **Housekeeping**

To facilitate housekeeping, all vending machines shall be located so that space around and under 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.

GTC will be responsible for necessary periodic cleaning of all tables, chairs, floors, walls, ceilings, light fixtures and trash receptacles.

The Contractor shall maintain high standards of sanitation with respect to the Contractor provided concession and/or vending services provided.

### **Repair Service**

An effective mechanical repair service must be available during normal use hours with 24-hour response for service and emergency repairs. Replacement machines must be provided when determined by the College to be necessary. This would include significant interior and/or exterior deterioration.

### **Refund Policy:**

Establish a petty cash change fund at the College bookstore (Barton 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.

### **College Provided Space and Utilities**

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

### **Exterminating Services**

The College shall provide exterminating services in all food preparation areas. The College shall provide general exterminating services in the dining areas and vending machine areas. Said exterminating service shall be coordinated between the Contractor and the Auxiliary Services Director with the College retaining the final control as to areas to be exterminated. College shall not be held responsible for any damage of any nature which may be caused as a result of exterminating service being provided.

### **Purchase of Goods**

The College will not be responsible for any goods purchased by the contractor or for any other obligations of liabilities assumed or created by the contractor in the performance of this contract. The contractor shall not set or hold him/herself out to be an agent for the State and nothing herein shall be construed as creating the relationship of partners, joint ventures, or agency.

### **Product 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.

### **Products List**

After award, the vendor may change or add products only after approval from the College or contract manager.

### **Damage to Contractor Owned Equipment**

The College shall be responsible for providing adequate security for the contractor's personnel, equipment, inventory and cash while on College premises; however, the College does not warrant the prevention of any loss to the contractor due to vandalism, riot, or forcible entry and will not be responsible for the loss of cash, inventory, 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 wiring, plumbing, water, gas, steam, or other pipes, or sewerage or the breaking of any electric wire, the bursting, leaking or running of water from any source, or for any damage occasioned by fire, explosion, falling plaster, electricity, smoke, or for the loss, theft or damage of any

property of the contractor of his/her employees or other damage, delay, or inconvenience 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 rights of recovery from the College for property damage, loss of use or compensation thereof, however occurring.

### **Grade "A" Rating**

A Health Department Grade "A" rating shall be maintained at all times. A copy of all health department inspection reports shall be provided to the College prior to contract start date and on an as requested basis. Any rating less than Grade "A" shall constitute a breach of contract.

### **Fiscal Matters**

Prices of prepared and vended foods shall remain at reasonable levels, shall be fixed and determined jointly by the GTC and the Contractor. Prices shall be established prior to commencement of a contract and shall be firm for the initial twelve months of the contract.

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.

Contractor must provide connection for credit card processing. The college is not responsible for PCI/DSS compliance for the credit card transactions.

### **Inspection Rights**

The College reserves the right to inspect and approve the equipment offered under the specifications of this solicitation prior to its installation on college property.

### **Contractor Personnel**

The Contractor shall provide administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The Contractor must have adequately trained relief personnel to substitute for absent regular personnel.

The Contractor shall employ and supervise all labor and management necessary for the efficient and effective operation of all vending operations satisfactory to GTC. GTC reserves the right to accept or reject Contractor personnel assigned to any GTC location.

The Contractor shall furnish all non-management Contractor personnel with uniforms and nametags acceptable to GTC. The Contractor personnel shall always wear uniforms and nametags on campus while performing services under the contract.

It is understood and agreed that any Contractor personnel is an employee of the Contractor and all wages, vacation/holiday pay, insurance and taxes relating to their employment is the responsibility of the Contractor.

Compliance with the Affordable Care Act (42 U.S.C. §18001 *et seq* (2010)) and its related regulations is the sole responsibility of the Contractor and the Contractor personnel. GTC shall have no responsibility for any payment or cost

associated with required contributions, fees, charges, penalties or other payments which are required to be paid by Contractor for Contractor's personnel for any coverage made available or required to be offered and procured by any employer under the Act.

The Contractor further agrees that it will hold GTC harmless and will fully indemnify the same for any charges, fees, penalties, interest or any sum or cost whatsoever arising from its use of Contractor's employees pursuant to the contract GTC Vending services, now or in the future, including for compliance under the Act.

If GTC determines it is necessary and requests, the Contractor will conduct a criminal history background check for Contractor personnel working under this contract and provide GTC with the documentation prior to the Contractor personnel start date. The scope will be nationwide and, at a minimum, must include federal, state, and county records for all states where the Contractor's personnel has resided in the past seven years and a sex offender registry check.

If GTC determines it is necessary and requests, the Contractor will conduct a drug screening and confirm a negative drug screen to GTC. The minimum drug screening requirement is the US Department of Health & Human Services 5-panel DOT screening.

The Contractor personnel shall strictly adhere to campus regulations regarding personnel behavior and safety. The Contractor personnel shall maintain proper conduct while performing services under the resulting contract and the Contractor shall enforce proper conduct of its personnel.

GTC reserves the right to request the replacement of any Contractor management personnel due to operating difficulties determined to be result of inferior on-site management practices/performance. The GTC will furnish a thirty (30) day notice.

The Contractor shall require all of its personnel assigned as food handlers at GTC to submit to periodic health examinations given at least as frequently and as stringently as required by law and to submit satisfactory evidence of compliance with all health regulations to GTC, upon request. Contractor shall further visually inspect employees at least daily to ensure compliance with established hygienic practices.

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

The Contractor shall not involve GTC and/or the state in any labor dispute in connection with the contractor and its personnel.

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

The Contractor shall provide first aid service for its employees located on GTC's campus.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin.

### **Special Events**

The Contractor shall consult the academic calendar and the Student Activities Coordinator to plan for special events (e.g. Student Activities Day, etc.), and shall meet with the Director of Auxiliary Services to schedule the curtailment of services during GTC holidays, breaks and vacations.

### **Transition**

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 GTC. After a period of (60) sixty days, the equipment shall be deemed to be



abandoned and GTC will (at the Contractor's expense) take any measures deemed necessary to remove the equipment.

#### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

##### **Greenville Technical College Campus Locations:**

Barton Campus, 506 South Pleasantburg Drive, Greenville, SC 29607

Benson Campus, 2522 Locust Hill Road, Taylors SC 29687

Brashier Campus, 1830 West Georgia Road, Simpsonville, SC 29680

North West Campus, 8109 White Horse Road, Greenville, SC 29617

Center for Manufacturing Innovation Campus, 575 Millennium Blvd, Greenville, SC 29607

McKinney Automotive Center, 227 N. Pleasantburg Drive, Greenville, SC 29607

GTC at SCTAC (Aircraft Maintenance), 915 Perimeter Road, Greenville, SC 29605

University Center, 225 S. Pleasantburg Dr, Greenville, SC 29607

Waggoner Center, 411 Keith Dr, Greenville, SC

GTC reserves the right to make Vending Service additions and deletions during the life of the resulting contract. Any Vending Service additions or deletions will be made by change order to the resulting contract. If the contractor requests to remove vending services/machines due to low sales volume, GTC reserves the right to request downsizing of the service or to seek other options to provide vending services for that area.

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

##### **INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED)**

You shall submit a signed Cover Page and Page Two. You must submit paper offers. Greenville Technical College is not accepting electronic, email, or facsimile offers at this time. Your offer should include all other information and documents requested 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.

GTC reserves the right to request a copy of the current annual report or certified financial statement prepared by a certified Public Accountant, indicating financial capability to furnish the services specified. If requested, this information must be provided within 48 hours.

##### **THE OFFEROR MUST ALSO SUBMIT:**

- ❖ **Delivery lead-time and installation timeline**
- ❖ **Description of how the Contractor's system meets the specifications for each of the project components of this Invitation for Bid**
- ❖ **Reference contact information for at least 3 institutions of higher education served within the last 5 years**
- ❖ **Completed bid schedule with percent commission**
- ❖ **Proposed list of products with proposed prices to charge for vending machine products offered for sale under this solicitation.**
- ❖ **Schedule for cleaning, inspection and maintenance**
- ❖ **Supplier Classification form**
- ❖ **Certificate of Insurance**

##### **MINORITY PARTICIPATION (DEC 20015)**

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.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://osmba.sc.gov/> [04-4015-3]

## **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) Include a general history of the offeror's experience in providing work of similar size and scope.
- (b) 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.
- (c) List of failed projects, suspensions, debarments, and significant litigation.

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA – BIDS (Modified):**

Award will be made based on the highest commission percentage while being a responsible and responsive bidder(s).

### **AWARD TO ONE OFFEROR (JAN 2006)**

Award will be made to one Offeror. [06-6040-1]

## **CALCULATING THE LOW BID (MODIFIED)**

The Contractor with the highest Commission rate percentage will be deemed the "lowest" bidder.

## **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 restricts transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

- (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **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 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 or VP for Finance shall be void and of no effect. [07-7A015-2]

### **DISPUTES (JANUARY 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) (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 (Modified)**

Contractor shall pay the College a single percentage of gross sales, less applicable sales taxes, covering all vending operations.

Contractor shall maintain full and accurate accounts and sales records, and submit to the College an operating statement on a monthly basis with a check for the percentage of gross sales. All payments are due within fifteen (15) days following the close of each month. The Contractor shall also submit an annual statement covering all operations. Contractor shall be responsible for all taxes imposed.

The Contractor must donate a minimum of 150 cases of product to GTC each year.

#### **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 therefore. 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]

### **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'S OBLIGATION – GENERAL (JAN 2006)**

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

**CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006):** Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

#### **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]

### **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 subcontractors 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-subcontractors 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]



### **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 ninety (90) 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]

### **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]

### **RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015)**

- (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not

previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

- (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.
- (c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.
- (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

[07-7B212-1]

#### **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 1 year, 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 (FEB 2021):** 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), 0 month(s), and 0 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. [07-7B245-3]

#### **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 90 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**

Bidders shall complete all information below for award consideration.

<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Commission Rate</b>	
<b>1</b>	1	percentage		Left Blank Intentionally
<b>Product Catg.:</b> 74085 - Vending Machines Refrigerated and Non-Refrigerated (Food Beverages etc)				
<b>Item Description:</b> Commission percentage of gross sales for Campus Vending Services at Greenville Technical College campuses				
<b>Tendering Text:</b> The guaranteed minimum commission rate for this service will be 30% of gross receipts. Any percent commission rate less than 30% will be deemed non-responsive and the bid will be rejected.				

**IX. ATTACHMENTS TO SOLICITATION**

- **IMPORTANT TAX NOTICE – NONRESIDENTS ONLY**
- **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT FORM I-312 – INCOME TAX WITHHOLDING**
- **SUPPLIER CLASSIFICATION FORM**
- **OFFEROR'S CHECKLIST (JUN 2007)**
- **Exhibit A – Vending Machine Locations**

## **INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**Submit this form to the company or individual you are contracting with.**

**Do not submit this form to South Carolina Department of Revenue (SCDOR).**

**PURPOSE OF AFFIDAVIT** A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS** Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 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.

The form may be accessed on the SCDOR website at the following link:

<https://dor.sc.gov/forms-site/Forms/I312.pdf>

# 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 TO MAKE SURE YOUR BID 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 INCLUDES A COPY OF THE SOLICITATION COVER PAGE AND PAGE 2. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID 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.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.  
You do not need to return this checklist with your response.



## SUPPLIER CLASSIFICATION FORM

Company Name:		Phone: (    )
Address:		
City:	State:	Zip Code:
Contact Person:	Title:	Phone: (    )
Company Email Address:		
Principal Product/Service:		I am <input type="checkbox"/> am not <input type="checkbox"/> a current supplier.

Complete below to identify and certify your company qualifies as Large, Small, Women or Minority owned:  
(Check only those that apply):

- Large Business Concern** – A Major Corporation with more than 500 employees.
- Small Business Concern** – A business concern, including its affiliates, independently owned and operated which is not dominant in the field of operation and which meets Small Business Administration standards as to the number of its employees and/or dollar volume of its business. (Generally under 500 employees)
- Minority Business Concern** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more minority individuals or other individuals found to be economically and social disadvantaged as established by the South Carolina’s Division of Small and Minority Business Contracting and Certification (SMBCC) and whose management and daily operation are controlled by such individuals. **Check all appropriate boxes below:**
  - African American
  - Female
  - Hispanic American
  - Male
  - Asian-Pacific American
  - Native American (American Indian, Eskimo, Aleut)
- Women Owned Business Concern** – A business that is at least 51% owned by a non-minority woman who controls the daily management.
- Veteran Owned** – A business at least 51% of which is owned (or, in the case of publicly owned businesses, at least 51% of the stock of which is owned) by one or more Veterans.

**CERTIFICATION STATUS:**

- My company is certified by an authorized agency (attach copy).

\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Printed Name of Preparer

\_\_\_\_\_  
Date

**Exhibit A**  
**Vending Machines and Building Locations**

**Barton Campus, 506 S. Pleasantburg Dr., Greenville, SC**

Student Success Center 102 (New) (Drink Vending and Snack Vending)  
Engineering Technologies Building /Barton Bookstore 103 (new)  
University Transfer 104 (Micro Market - microwave required)  
Student Center 105 (Micro Market - microwave required)  
Industrial Technologies Complex 106 (Drink Vending and Snack Vending)  
Institutional Effectiveness/Logistics Building 108 (Drink Vending and Snack Vending)  
Dental Building 112 (Drink Vending and Snack Vending)  
Nursing Sciences Building 117 (Drink Vending (2) and (1) Snack Vending)  
Child Development Center 118 (Drink Vending and Snack Vending)  
Health Sciences Center 120 (Drink Vending and Snack Vending)  
Criminal Justice Building 121 (Drink Vending and Snack Vending)  
Michelin Center 124 (Drink Vending and Snack Vending)

**University Center (601), 225 S. Pleasantburg Dr., Greenville, SC**

Drink Vending and Snack Vending

**McKinney Automotive (801), 227 N. Pleasantburg Dr., Greenville, SC**

Drink Vending and Snack Vending

**Waggoner Center (802), 411 Keith Dr., Greenville, SC**

Drink Vending and Snack Vending

**Center for Manufacturing Innovation CMI (161), 575 Millennium Blvd. Greenville, SC**

Drink Vending and Snack Vending

**Benson Campus, 2522 Locust Hill Rd., Taylors, SC**

**Building 1 (301)**

Micro Market (microwave required)  
Drink Vending 2<sup>nd</sup> fl.

**Building 2 (302)**

Drink Vending

**North West (401), 8109 White Horse Rd., (Berea) Greenville, SC**

Micro Market (microwave required)

**SCTAC Aircraft Maintenance (704), 915 Perimeter Road, Greenville, SC**

Drink Vending and Snack Vending

**Brashier Campus, 1830 W. Georgia Rd., Simpsonville, SC**

**Building 1 (201)**

Micro Market (microwave required)

**Building 2 (202)**

Drink Vending and Snack Vending