

 UNIVERSITY OF SOUTH CAROLINA	INVITATION FOR BID	Solicitation Number	USC-IFB-2652-JP
		Date Printed	July 24, 2014
		Date Issued	July 24, 2014
		Procurement Officer	Jeff Patterson, CPPB, CPM
		Phone	(803)777-7033
E-Mail Address	Patte273@mailbox.sc.edu		

DESCRIPTION: **Miscellaneous Tabletop and Unpack Service for China, Flatware and Smallwares for Moore School of Business**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **July 31, 2014 at 3:00 PM** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **July 29, 2014 2:00 PM** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **Two (2): One (1) Original in hardcopy and one (1) copy marked "Copy"**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	PHYSICAL ADDRESS: University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208
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See "Submitting Your Offer" provision

CONFERENCE TYPE: n/a DATE & TIME: n/a As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: n/a
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on August 7, 2014 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax –exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

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

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

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)								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code</td> <td style="width: 25%;">Number</td> <td style="width: 20%;">Extension</td> <td style="width: 40%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>		Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
E-mail Address									

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

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

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (CHECK ONLY ONE)
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PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
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- IV. Information for Offerors to Submit**
- V. Qualifications**
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- IX. Attachments to Solicitation**

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (January 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

MAXIMUM CONTRACT PERIOD — ESTIMATED (January 2006): **[INSERT DATE HERE]** 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".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

BUYER – means the Procurement Officer.

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

CONTRACT - 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 changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

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

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 the Cover Page.

YOU and YOUR – means Offeror.

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

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

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

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (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.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

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

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(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.

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

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

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) 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.

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

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

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

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JANUARY 2006) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(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.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 2006) 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.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. 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. 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. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

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. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. 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. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) 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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

INFORMATION FOR SUBMITTING QUESTIONS

SOLICITATION: USC-IFB-2652-JP

TITLE: FURNISH TABLETOP AND UNPACK SERVICE FOR CHINA, FLATWARE AND SMALLWARES

MAILING ADDRESS: UNIVERSITY OF SOUTH CAROLINA-PURCHASING DEPT.
ATTN: JEFF PATTERSON
1600 HAMPTON STREET
COLUMBIA, SC 29208

E-MAIL ADDRESS: PATTE273@MAILBOX.SC.EDU

FAX NUMBER: (803)777-7033

DISCUSSIONS WITH BIDDERS (JANUARY 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PROTEST – CPO – MMO ADDRESS (JUN 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.sc.gov,

(b) by facsimile at (803)737-0639, or

(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS

Furnish Tabletop and Unpack Services, China, Flatware, and Smallwares for the University of South Carolina's Moore School of Business from the list enclosed. The successful bidder will be required to help unpack the china, flatware and smallwares and set in place as a part of their bid prices within their bid response.

DELIVERY-All bid responses should include any and all freight costs and should be bid FOB-Destination.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

V. QUALIFICATIONS

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

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

UNIT PRICE GOVERNS (JANUARY 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

AWARD – Award will be made by complete lot(s) or by the grand total of both lots, depending on the best case scenario in the University of South Carolina's best interest.

VII. TERMS AND CONDITIONS – A. GENERAL

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

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

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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.

EQUAL OPPORTUNITY (JANUARY 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.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 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.

FIXED PRICING REQUIRED (JANUARY 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.

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

NOTICE (JANUARY 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JANUARY 2006): (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PUBLICITY (JANUARY 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.

PURCHASE ORDERS (JANUARY 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.

SETOFF (JANUARY 2006) The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 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.

TAXES (JANUARY 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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JANUARY 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.

WAIVER (JANUARY 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.

VII. TERMS AND CONDITIONS – B. SPECIAL

Certificates of Insurance (IF APPLICABLE)

Certificates of Insurance shall be delivered to the University as requested herein. Such certificates shall also indicate the requirement for advance notice of termination or cancellation of or change in coverage. The contractor must furnish a statement of Worker's Compensation as required by law, or a statement that the contractor is self-insured and will not file a claim against USC.

Minimum requirements are as follows:

Worker's compensation: in accordance with the statutory limits set by the State of South Carolina.

Commercial General Liability Insurance: \$1,000,000 per occurrence. Naming USC as an additional insured.

Comprehensive Automobile Liability/Bodily Injury/Property Damage Insurance: \$1,000,000 combined single limit per accident.

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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.

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.

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

INDEMNIFICATION - THIRD PARTY CLAIMS (JAN 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

ITEM SUBSTITUTION: (This does not apply to solicitations for services) No substitution will be allowed on purchase orders received from departments without permission from the Purchasing Department.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 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. § 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. § 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 § 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.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible

Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

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, 25

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 a 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.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Lot A

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
1.	167 Cases	Glassware, Libbey Glass Model No. G4002, 16 Oz. Impressions Packed 12/Case	_____	_____
	SC End Product _____	or US End Product _____		
2.	167 Cases	Glassware, Libbey Glass Model No. G4000, 10 Oz. Impressions Packed 12/Case	_____	_____
	SC End Product _____	or US End Product _____		
3.	56 Cases	Bouillion, China, Oneida Model No. E3360000705, 9 Oz. without handles Character, Schonwald Packed 36 Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		
4.	56 Cases	Plate, China, Oneida Model No. E3360000117, 6" Character, Schonwald Packed 36 Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		
5.	56 Cases	Plate, China, Oneida Model No. E3360000133, 8-1/4" Character, Schonwald Packed 36 Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		
6.	167 Cases	Plate, China, Oneida Model No. E3360000149, 10-1/4" Character, Schonwald Packed Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		
7.	56 Cases	Bowl, China, Oneida Model No. E3360000751, 5-1/8" Salad, Character, Schonwald Packed 36 Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		
8.	12 Cases	Cup, China, Oneida Model No. E3360000530, 8-1/2" Character, Schonwald Packed 36 Dozen Per Case	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
9.	12 Cases	Saucer, China, Oneida Model No. E3360000500, 6-1/2" Character, Schonwald Packed 36 Dozen Per Case	_____	_____
		SC End Product _____ or US End Product _____		
10.	56 Cases	Dinner Knives, Cardinal Model No. T5404, 9-3/8", solid handle, 18/10 stainless steel, Chef & Sommelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
11.	56 Cases	Dessert Spoons, Cardinal Model No. T5406, 7-3/8", 18/10 stainless steel, Chef & Sommenelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
12.	56 Cases	Teaspoons, Cardinal Model No. T5428, 6-1/8", 18/10 stainless steel, Chef & Sommenelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
13.	56 Cases	Salad Forks, Cardinal Model No. T5429, 7-1/2", 18/10 stainless steel, Chef & Sommenelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
14.	56 Cases	Dinner Forks, Cardinal Model No. T5401, 8-1/8", 18/10 stainless steel, Chef & Sommenelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
15.	56 Cases	Butter Spreaders, Cardinal Model No. T5427, 6-5/8", 18/10 stainless steel, Chef & Sommenelier, Kya	_____	_____
		SC End Product _____ or US End Product _____		
16.	80 Each	Racks, Glass, Cambro Model No. 2E7290, 25 Compartments, Color-Grey, W/2 Ext. 6 Each Per Case	_____	_____
		SC End Product _____ or US End Product _____		
17.	56 Each	Racks, Glass, Cambro Model No. 2E7254, 36 Compartments, Color-Grey, 4 Each Per Case	_____	_____
		SC End Product _____ or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
18.	6 Each	Racks, Carlisle Model No. 2E7453, All Purpose Peg, Color-Grey, 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
19.	6 Each	Racks, Flatware W/Handles, 8-Compartment, Cambro Model No. 2E7252, 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
20.	9 Each	Dolly, Dish Poker Chip, Adj. 4-1/4", Metro Model No. E3169	_____	_____
	SC End Product _____	or US End Product _____		
Lot - A Grand Total:				_____

Lot - B

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
1.	2 Each	Brazier 25 Quart Choice Aluminum Carlisle Model No. 1025318	_____	_____
	SC End Product _____	or US End Product _____		
2.	6 Each	Induction Fry Pan 10", 3Ply Construction, 18-8 Stainless Steel 3004 8 Gauge Aluminum Core Bottom & Side Walls, 18-0 Stainless Steel Exterior, 7-5/8" Bottom Dia. 2-1/8" Height without cover, NSF USA, Vollrath Model No. 69810, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
3.	6 Each	Fry Pan Anodized 12", Aluminum Non-Stick IMCO Model No. K1335, Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
4.	12 Each	Fry Pan Anodized 8", Aluminum Non-Stick, IMCO Model No. K1333 Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
5.	6 Cases	Sauce Pots 20 Quart, Std. Aluminum Carlisle Model No. 1031546, Packed 1 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
6.	6 Each	Sauce Pan, Tapered 6-1/2 Quart, Carlisle Model No. 1027565, Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
7.	6 Each	Stock Pot 20 Quart Choice Aluminum, Carlisle Model No. 1025322, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
8.	2 Each	Stock Pot 40 Quart Choice Aluminum, Carlisle Model No. 1025324, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
9.	4 Each	Stock Pot 10 Quart Choice Aluminum, Carlisle Model No. 1025320, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
10.	6 Pack	Oven Mitts, Pyrotex 17" Color-Tan San Jama Model No. J734, Packed 2/PK - 72 Packs Per Case	_____	_____
	SC End Product _____	or US End Product _____		
11.	12 Each	Grate Icing/Draining F/Full Size, Amco Smallwares Model No. K4567 Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
12.	24 Each	Bun Pan/Sheet Pan, 1/2" Size, 18"x13"x1" (45.1 x 32.7 x 2.54 cm), 18 Gauge, Aluminum Alloy, Natural Finish, USA, Vollrath Model No. 5303	_____	_____
	SC End Product _____	or US End Product _____		
13.	36 Each	Bun Pan/Sheet Pan, Full Size 18 Gauge 18"x26"x1" (45.1x65.4x2.54 cm) Aluminum Alloy, Natural Finish, USA, Vollrath Model No. 9002, Packed 12 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
14.	6 Each	Bake Pan, 23"x12-5/8"x 2-3/4", 3004 Aluminum Alloy, USA, Vollrath Model No. 4457, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
15.	12 Each	Cupcake Pan, XL Cup, 12 Cups/6 Oz. Carlisle Model No. K1607, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
16.	6 Each	Steam Pan, Perforated, Full Size 2-1/2" IMCO Model No. K7157, Packed 24 Each/Case	_____	_____
	SC End Product _____ or US End Product _____			
17.	6 Each	Steam Pan, Perforated 1/2 Size 4" 18/8 Stainless Steel, IMCO Model No. K7998, Packed Each, 30 Each/CS	_____	_____
	SC End Product _____ or US End Product _____			
18.	6 Each	Mixing Bowl, Value 1-1/2 Quart 7-1 IMCO Model No. 1018258, Packed 72 Each Per Case	_____	_____
	SC End Product _____ or US End Product _____			
19.	8 Each	Mixing Bowl, Value 5 Quart 11-1/4" IMCO Model No. 1018262, Packed 36 Each Per Case	_____	_____
	SC End Product _____ or US End Product _____			
20.	8 Each	Mixing Bowl, Value 8 Quart 13-3/8" IMCO Model No. 1018263, Packed Each, 24 Each/Case	_____	_____
	SC End Product _____ or US End Product _____			
21.	6 Each	Pastry Bag, Export 18" Thermohausser Model No. K3733, Packed Each-24 Each Per Case	_____	_____
	SC End Product _____ or US End Product _____			
22.	6 Each	Pastry Brush, Galaxy 2" Nylon, Carlisle Model No. K5243, Packed Each-12 Each Per Case	_____	_____
	SC End Product _____ or US End Product _____			
23.	1 Pack	Pastry Tips, SS Open Star Size 5, Thermohausser Model No. K3773 Packed 6/Pack	_____	_____
	SC End Product _____ or US End Product _____			

Item No.	Quantity	Description	Unit Price	Extended Total
24.	1 Pack	Pastry Tips, SS Closed Star Size 9, Thermohausser Model No. K3784 Packed 6/Pack	_____	_____
	SC End Product _____	or US End Product _____		
25.	9 Each	Spatula Scraper, Hi Heat 13 Red, Rubbermaid Model No. K1087, Packed 24 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
26.	1 Each	Pasta Cooker Pot 20 Quart W/Inset Winco Model No. K3586, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
27.	4 Each	Scales, Portion Control Mechan 32, Pelouze Model No. 1003854, Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
28.	2 Each	Scales, Portion Control Mechan 5, Pelouze Model No. 1003855, Packed 6 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
29.	12 Each	Thermometer, Digital 9-3/8" -40, Cooper Atkins Model No. K5462, Packed 36 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
30.	18 Pack	Thermometer, Refrigerator/Free, Cooper Atkins Model No. K6463, Packed 36 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
31.	6 Each	Thermometer, Oven 100 F-600 F Fluke Electronics (Comark) Model No. K5456, Packed 12/Ea Case	_____	_____
	SC End Product _____	or US End Product _____		
32.	2 Each	Wipe Probe 70 Count, Fluke Electronics (Comark) Model No. P1469, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
33.	1 Each	Chopper, Easy II 1/4" Square Cup, Nemco Model No. K5882, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
34.	1 Each	Wedger 8 Section, Nemco No. K1517, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
35.	1 Each	Slicer, Tomato Cut 1/4" Size, Nemco Model No. K1518, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
36.	2 Each	Can Opener, Manual W/Steel Base Edlund Model No. K5810, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
37.	2 Each	Knife Racks 15x16x3", Plastic, Grey Tablecraft Products Model No. K5833 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
38.	1 Each	Sharpener, Knife Electric 401 SS Edlund Model No. 2K18, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
39.	4 Each	Pizza Cutter 4" Sanisharp White M8 Model No. 3K545, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
40.	2 Each	Sharpener, Steel 10 Sanisharp White, Model No. 3K575, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
41.	12 Each	Spreader 3.5" SE Sanisharp, White M8 Model No. 3K581, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
42.	6 Each	Turner Round End 8x3 Sanisharp White, M8 Model No. 3K555, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
43.	6 Each	Turner Round End 8x3 Sanisharp White, M8 Model No. 3K569, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
44.	1 Each	Mandoline Deluxe Food Cutter Eurodib USA Model No 1K7054 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
45.	3 Each	Stand, Storage, Cutting Board SS San Jamar Model No. K4812 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
46.	6 Each	Cutting Board 15x20x1/2 Red, San Jamar Model No. K4783 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
47.	12 Each	Cutting Board 15x20x1/2 Green, San Jamar Model No. K4785 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
48.	12 Each	Cutting Board 18x24x1/2 White San Jamar Model No. K4786 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
49.	12 Each	Food Box, Square Clear Poly 4 Quart, Cambro Model No. K4642 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
50.	12 Each	Food Box, Square Clear Poly 8 Quart, Cambro Model No. K4644 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
51.	8 Each	Food Box, Square Clear Poly 12 Quart, Cambro Model No. K4648 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
52.	6 Each	Food Box, Square Clear Poly 18 Quart, Cambro Model No. K4649 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
53.	12 Each	Lid Food Box Square 2 Qt-4Qt Green, Cambro Model No. K4645 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
54.	12 Each	Lid Food Box Square 6 Qt-8Qt Rose, Cambro Model No. K4646 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
55.	17 Each	Lid Food Box Square 12 Qt-22Qt Blue, Cambro Model No. K4647 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
56.	6 Each	Food Box 9" Half Size Plastic Clear Rubbermaid Model No K9777, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
57.	6 Each	Food Box 6" Full Size, Rubbermaid Model No. K9772, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
58.	6 Each	Food Box 9" Full Size, Rubbermaid Model No. K9773, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
59.	6 Each	Food Box 18x26x12" Plastic Clear Rubbermaid Model No. K9468, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
60.	6 Each	Lid Half Size Plastic Clear, Rubbermaid Model No. K9778 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
61.	18 Each	Lid Full Size, Plastic Clear, Rubbermaid Model No. K9775, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
62.	4 Each	Bin, Ingredient 26 Gallon Trimeld Rubbermaid Model No. E2522, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
63.	2 Each	Strainer 10" China Cap Coarse Browne Foodservice Model No. K519 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
64.	2 Each	Strainer 10" China Cap Fine Browne Foodservice Model No. K514 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
65.	2 Each	Colander 16 Quart Aluminum Carlisle Model No. K2599, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
66.	6 Each	Disher, Standard Round Bowl Equipped with Agion-Antimicrobial Protection, Size16 Stainless with one piece color coded Dark Blue Plastic Handle 2 Oz. Capacity, USA made, NSF Vollrath Model No. 47143	_____	_____
	SC End Product _____	or US End Product _____		
67.	6 Each	Disher, Grey Handle 4 Oz. #8 18/8 SS IMCO Model No. K961 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
68.	6 Each	Dredge 10 Oz. 18/8 SS, Tablecraft Products Model No. K6705 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
69.	2 each	Grater 10" Ergo Black, Tablecraft Products Model No. 3K3782, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
70.	12 Each	Ladle 12-1/4" 2 Oz. 1-Piece SS IMCO Model No. K7102, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
71.	12 Each	Ladle 11-1/2" 4 Oz. 1-Piece SS IMCO Model No. K7103, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
72.	6 Each	Ladle 14-3/4" 6 Oz. 1-Piece SS IMCO Model No. K7104, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
73.	4 Each	Cup, Measuring 32 Oz. Plastic Clear Cambro Model No. K2322, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
74.	4 Each	Cup, Measuring 128 Oz. Plastic Clear Cambro Model No. K2324, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
75.	6 Each	Spoon, Measuring, Set 4 Piece SS IMCO Model No. K6363, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
76.	4 Each	Peeler, Swivel 7.5" ERGO, Tablecraft Products Model No. 3K3780, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
77.	2 Each	Shears, Kitchen 8" Pull Apart, Tablecraft Products Model No. 3K5752, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
78.	2 Each	Skimmer Square 7" Fine Mesh American Metalcraft Model No. K4174, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
79.	12 Each	Spoon, Slotted Basting 15" Standard W IMCO Model No. K7317, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
80.	12 Each	Spoon, Slotted Basting 15" Standard WGT IMCO Model No. K7200, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
81.	12 Each	Utility Tongs 12" Heavy Duty SS, IMCO Model No. 3K465, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
82.	12 Each	Utility Tongs 16" Hvy Dty SS, IMCO Model No. 3K464, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
83.	12 Each	Utility Tongs 9" Hvy Dty SS, IMCO Model No. 3K466, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
84.	6 Each	Whip, Piano Flexible Wire 12" SS IMCO Model No. 3K464, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
85.	6 Each	Whip Piano Flexible Wire 16" SS IMCO Model No. K7723, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
86.	12 Each	Disher Ice Cream 4 Oz. Size 10 Zeroll Model No. S1771, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
87.	2 Each	Scoop Saf T 86 Oz. Guardian Sys San Jamar Model No. K316, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
88.	6 Each	Cup Measuring 4 Piece Set SS Johnson-Rose Model No. K6367 Packed Each	_____	_____
	SC End Product _____ or US End Product _____			

Item No.	Quantity	Description	Unit Price	Extended Total
89.	2 Each	Zester Curler 6.5" ERGO, Tablecraft Products No. 3K3784, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
90.	2 Each	Bin, Cutlery 4 Compartment 21x12x4" Tablecraft Products Model No. K403 Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
91.	2 Each	Check Minder 36" San Jamar Model No. M1353, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
92.	12 Each	Bucket, Kleen Soap 6 Quart Green San Jamar Model No J1979, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
93.	12 Each	Bucket, Sanitizing Kleen 6 Quart Red, San Jamar Model No. J1975 Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
94.	6 Each	Box Bus 15x20x7" Black Poly Carlisle Model No. K9953, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
95.	2 Each	Bucket, Mop Wringer Combo 35 Qt Yellow, Rubbermaid Model No. J501 Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
96.	2 Each	Handle, Mop Blu Invader, Rubbermaid Model No. J588, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
97.	4 Each	Cone, Safety 36" Yellow, Multilingl. Rubbermaid Model No. 7J2010 Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
98.	2 Each	Brush, Floor Hi Lo w/Handle Carlisle Model No. 2J1316, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
99.	3 Each	Pan, Dust, Lobby Black Plastic Rubbermaid Model No J1930 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
100.	3 Each	Broom, Angle Unflagged Red Fiber Nexstep Commercial Products Model No. 2J1250, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
101.	3 Each	Rack Roll & Grip Holder, Wall Carlisle Model No. 4J3005, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
102.	8 Each	Receptacle Don 23 Gallon Black Carlisle Model No. 1050815, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
103.	4 Each	Container, Waste 44 Gallon Brute Grey, Rubbermaid Model No. J2105 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
104.	4 Each	Dolly Brute F20,32 & 44 Gallon Black Rubbermaid Model No. J2030, Packed 2 Each Per Case	_____	_____
	SC End Product _____	or US End Product _____		
105.	4 Each	Cart Don Utility 3 Shelf Black Metro Model No. E2964, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
106.	1 Each	Brush with Oven Scraper 42" Handle Carlisle Model No. 2J1307, Packed Ea.	_____	_____
	SC End Product _____	or US End Product _____		
107.	1 each	Scraper Grill Aluminum, Vollrath Model No. 1K42, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
108.	1 Case	System Quick Clean, 3M Co. Model No. J54, Packed 1 Case	_____	_____
	SC End Product _____	or US End Product _____		
109.	4 Each	Broom, Corn Kitchen, Nexstep Commercial Products Model No. 2J1231, Packed each	_____	_____
	SC End Product _____	or US End Product _____		
110.	2 Each	Handle Tapered 60" F/Squeegee Carlisle Model No. J1106, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
111.	2 Each	Squeegee Floor DBL Foam 24" Carlisle Model No. 2J1314, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
112.	1 Each	Hose 50"x3/4" Rubber Hot Water Apex Matting Model No. 3J20, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
113.	1 Each	Nozzle, Hose Hot Water Black Prm Apex Matting Model No. 3J25, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
114.	12 Each	Mat 39"x58"x7/8" San-Eze II Apex Matting Model No. R1504 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
115.	2 Each	Cart Mat 30"x25"x44-1/4", Kelmax By SPG Model No. E2132, Packed Ea.	_____	_____
	SC End Product _____	or US End Product _____		
116.	1 Each	Cart, Utility 2 Shelf 39x18x33" Rubbermaid No. E2953, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
117.	2 Each	Truck Tilt Utility 3/4 Cyd Black Rubbermaid Model No. 4J209 Packed Ea	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
118.	1 Each	Truck, Platform HD, Continental Products Model No. 4J204, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
119.	2 Each	Truck Hand 800 Lb. Cap., Gleason Industrial Products No. 4J4511 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
120.	1 Each	Locker 16 Person w/Garment Bar Win Holt Equipment Model No. 1023881	_____	_____
	SC End Product _____	or US End Product _____		
121.	2 Each	Carrier, 2 Compartment 8 FS Food Pan, Cambro No. K4056, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
122.	2 Each	Rack, FIFO for Can 10 Pounds Alexander Industries No. E2801 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
123.	1 Each	Cart, Security Mobile 28x65x69 4 Metro Model No. F9340, Packed Ea	_____	_____
	SC End Product _____	or US End Product _____		
124.	20 Cases	Tag POS Large Clear, Dover Metals Model No. 1S5868, Packed 1 Case & 5 Per Case	_____	_____
	SC End Product _____	or US End Product _____		
125.	2 Each	Condiment Caddy, Countertop Organizer Coffee Amenity Organizer, 12"Wx12"Dx5-1/2"H 9 Compartments, World Table Model No. 1S273	_____	_____
	SC End Product _____	or US End Product _____		
126.	24 Each	Spoon, Serving Solid 13" Lourve World Table Model No. 1S273 Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
127.	36 Each	Tong, Serving 7-9/16" 18/8 SS World Tableware Model No. 1S259 Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
128.	24 Each	Tong, Pasta 8" 18/8 SS, World Tableware Model No. 1S260 Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
129.	12 Each	Ladle, Soup SS 11-3/4" Louvre 18 World Tableware Model No. 1S265 Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
130.	1000 Each	Camtray, Trapezoid 14"x18" Dishwasher Safe, Cambro Model No. 1418TR110, Packed 12 Each	_____	_____
	SC End Product _____ or US End Product _____			
131.	12 Each	Knife Cook 10" Dexter Russell Model No. 1002682, Packed Ea.	_____	_____
	SC End Product _____ or US End Product _____			
132.	6 Each	Knife Boning 6" Wide, Dexter Russell Model No. 1002678, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
133.	12 Each	Knife, Paring Cooks Style 3-1/4" Dexter Russell No. 1002676, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
134.	6 Each	Slicer Roast Duo Edge 12" Dexter Russell No. 1002680, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			
135.	6 Each	Coffee Amenities Squared Holder, 4"W x 12"D x 10-1/2"H, Each Holder Size: 3-7/8" x 7/8"H, Three Step Unit, Black Frame with Green Glass Jars, BPA Free, Model No. 1803-4-13, Packed Each	_____	_____
	SC End Product _____ or US End Product _____			

Item No.	Quantity	Description	Unit Price	Extended Total
136.	50 Cases	Gelatto Cafe' Cup, 8-1/2 oz Model No. 628701 Packed 1 Dozen	_____	_____
	SC End Product _____	or US End Product _____		
137.	6 Each	Spacer-Saver Iced Tea Dispenser, 5 Gallon Capacity, Narrow Body, Recessed Rear Black Handle, Removable Drip Tray, Stainless Steel, Satin Finish, Model No. ITDS-5G1803-4-13, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
138.	9 Each	Rack Tray Mobile Open Sides, Model No. E3280, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
139.	6 Each	Disp Bev with Ice Chamber 3 Gal AC, Model No. 1054034, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
140.	3 Each	Stand Platter 3 Tier Steel, Model No. 1002828, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
141.	3 Cases	Bowls with 3 Tier Stand Porcelain, Model No.1S5124, Packed 1 per Case	_____	_____
	SC End Product _____	or US End Product _____		
142.	6 Each	Stand with 5 Sqr 4x4" Bowls SS, Model No.1054532, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
143.	6 Each	Cup and Lid Dispenser, 8-1/4"W x 8-1/4"D x 18-1/4"H, Fits up to 4" Dia., Model No.1615-55, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
144.	21 Each	Pan 5Qt Serving for Gelato Display Cabinet, Model No.GENERIC, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
145.	4 Each	Shelf Wire 24"x48" Grn Epoxy Model No.1031536, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
146.	68 Each	Post 63" for Casters Grn Epoxy, Model No. 1031538, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
147.	68 Each	Casters Stem with Brake Dongard, Model No.F9400, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
148.	24 Each	Shelf Wire 24x42" Grn EpoxyStand with 5 Sqr 4x4" Bowls SS, Model No.1031535, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
149.	8 Each	Shelf Wire 18x36" Grn Epoxy, Model No.1031537, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
150.	32 Each	Shelf Wire 18x36" Grn Epoxy, Model No. 1031530, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
151.	6 Each	Cover Table Banquet 6x30" Spand, Model No.1045746, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
152.	6 Each	Table Catering 2 Tier Folding, Model No.F2971, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
153.	6 Each	Table Catering Folding 7" Mahog, Model No.F1379, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
154.	3 Each	Kit Crepe for 350 FE, Item/Model No.1014119, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
155.	2 Each	Scale Digital (Ounce), Item/Model No.1M3101, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
156.	1 Each	Scale 150# Digital Receiving, Item/Model No. 1M2394, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
157.	12 Each	Stanchions, Post Stanchian Deco Polished Chrome, Model No.F105, Packed Each	_____	_____
	SC End Product _____	or US End Product _____		
158.	12 Each	Super Pan 3@ Full Size Food Pan, 6" Deep, 150mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorr (EN 631-1) Standard, USA, Model No. 90062, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		

Item No.	Quantity	Description	Unit Price	Extended Total
159.	24 Each	Super Pan 3® Full Size Food Pan, 4" Deep, 100mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90042, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
160.	36 Each	Super Pan 3® Full Size Food Pan, 2.5" Deep, 65mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90022, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
161.	12 Each	Super Pan 3® Half Size Food Pan, 6" Deep, 150mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90262, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
162.	24 Each	Super Pan 3® Half Size Food Pan, 4" Deep, 100mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90242, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
163.	36 Each	Super Pan 3® Half Size Food Pan, 2.5" Deep, 65mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90222, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
164.	24 Each	Super Pan 3® Third Size Food Pan, 6" Deep, 150mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90362, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
165.	24 Each	Super Pan 3® Third Size Food Pan, 4" Deep, 100mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Ramped Sides, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90342, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		
166.	36 Each	Super Pan 3® Sixth Size Food Pan, 6" Deep, 150mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90662, Packed 6 Each	_____	_____
	SC End Product _____	or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
167.	36 Each	Super Pan 3® Sixth Size Food Pan, 4" Deep, 100mm, 22 Guage 300 Series Stainless Steel, Top Flange Corners with Concave Indentation, Anti-Jamming, Reverse Form Flattened Edge, Framing Shoulder, Interchangeable with SPV Plastic Pan Line, NSF, Meets Gastronorm (EN 631-1) Standard, USA, Model No. 90642, Packed 6 Each	_____	_____
		SC End Product _____ or US End Product _____		
168.	4 Each	E Z Fit Bonstone Tile, 12-3/4" x 20-13/16", Single Size, with 2 cutouts for #5203, Color to be specified Model No. 52059, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
169.	4 Each	E Z Fit Bonstone Tile, 12-3/4" x 20-13/16", Single Size, with 1 cutout for #5299HR or #5288HR, Color to be specified Model No. 52056, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
170.	8 Each	Food Pan, Full Oval, 2-1/2 Qt., 19" x 11-13/16" x 2", with Round Handles, Plain Design, Stainless Steel, NSF, UL, Model No. 5288HR, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
171.	12 Each	Pan Food 3 Qt. Full Oval Plain S, Model No.1028738, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		
172.	12 Each	Food Pan, Full Oval, 3 Qt., 24 Oz., 13-1/8" x 8-7/8" x 4-1/4", Plain Design, Vapor Lock Shoulder, Stainless Steel, NSF, UL, Model No.5203, Packed Each	_____	_____
		SC End Product _____ or US End Product _____		

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
173.	12 Each	Food Pan, Full Size, 9 Qt., 21-1/2" x 13-1/2" x 2-5/8", Plain Design, Rectangular, Stainless Steel, NSF, UL, Model No.5208, Packed Each	_____	_____
SC End Product _____ or US End Product _____				
174.	12 Each	Food Pan, 1/2 Size, 3 Qt., 10-1/2" x 13" x 2-3/4", Plain Design, Rectangular, Stainless Steel, NSF, UL, Model No.5209, Packed Each	_____	_____
SC End Product _____ or US End Product _____				
175.	24 Each	Food Pan, 1/3 Size, 2-1/2 Qt., 13-1/16" x 6-15/16" x 4" Deep, Plain Design, Rectangular, Stainless Steel, NSF, UL, Model No.5213, Packed Each	_____	_____
SC End Product _____ or US End Product _____				
176.	2 Each	E Z Fit Tile Tray, 12-3/4" x 20-13/16", For #2103, Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color) Color To Be Specified Model No.52012S, Packed Each	_____	_____
SC End Product _____ or US End Product _____				
177.	4 Each	Bolero Salad Bowl, 11 Qt., 12-1/2"W x 17-1/2" x 6", Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color) Color To Be Specified Model No.2103S, Packed Each	_____	_____
SC End Product _____ or US End Product _____				
178.	2 Each	E Z Custom Cut Tile, 25-1/2" x 20-13/16", with 8 Cutouts for #9502, Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color), NSF Color To Be Specified Model No.52039S, Packed Each	_____	_____
SC End Product _____ or US End Product _____				

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Total</u>
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179.	36 Each	Garnish Bowl, 2 Qt., 8 Oz., 6" x 6" x 4-3/4", Space Saver, Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color), NSF Color To Be Specified Model No.9502S, Packed 3 Each	_____	_____
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SC End Product _____ or US End Product _____

180.	2 Each	E Z Custom Cut Tile, 12-3/4" x 20-13/16", for (2) #5103, Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color), NSF Color To Be Specified Model No.52025S, Packed Each	_____	_____
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SC End Product _____ or US End Product _____

181.	8 Each	Pan, 1-1/2 Qt., 6-3/16" x 9-1/8", Half Oval, Half Oval, Aluminum with Ceramic-Look Coating, Sandstone , (Specify Color), NSF Color To Be Specified Model No.5102S, Packed Each	_____	_____
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SC End Product _____ or US End Product _____

182.	9 Each	Salad Dressing Ladle, 11-1/2", No Imprint, Stainless Steel, Model No. 9406SS, Packed Each	_____	_____
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SC End Product _____ or US End Product _____

Lot-B Total: \$ _____

Grand Total Both Lots A & B: \$ _____

Sales tax will be adjusted accordingly do not add sales tax.

Company Name: _____ Delivery Time: _____

IX. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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



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

I-312
(Rev. 5/7/04)
3323

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

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____
- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____
- Beneficiary of Trusts and Estates: _____
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with

(check the appropriate box):

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

Date of Registration: _____

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

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

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

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

(Seal)

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

Date

If Corporate officer state title:

(Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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.