

 <p><b>UNIVERSITY OF SOUTH CAROLINA</b></p>	<p><b>REQUEST FOR PROPOSAL</b></p>	<p>Solicitation Number Date Issued Date Posted Procurement Officer Phone E-Mail Address</p>	<p>USC-RFP-2821-VM May 29, 2015 May 29, 2015 Venis Manigo (803)777-6790 manigol@mailbox.sc.edu</p>
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DESCRIPTION: **Primary Beverage Supplier for Dining and Bookstore Operations**

USING GOVERNMENT AGENCY: **University of South Carolina**

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

SUBMIT OFFER BY (Opening Date/Time): **June 26, 2015 @ 11:00 AM Local Time** See "Deadline for Submission of Offer" provision.

QUESTIONS MUST BE RECEIVED BY: **June 4, 2015 @ 5:00 PM** See "Questions from Offerors" provision.

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original in hardcopy, Five (5) copies marked "COPY," and One (1) Electronic Copy (Original shall prevail.)

**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:

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

<p>CONFERENCE TYPE: N/A DATE &amp; TIME: As appropriate, see "Conferences-Pre-Bid/Proposal" &amp; "Site Visit" provisions</p>	<p>LOCATION:</p>
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<p>AWARD &amp; AMENDMENTS</p>	<p>Award will be posted at the Physical Address stated above on <b>July 1, 2015</b>. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://purchasing.sc.edu">http://purchasing.sc.edu</a></p>
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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.

<p>NAME OF OFFEROR (Full legal name of business submitting the offer)</p>	<p>OFFEROR'S TYPE OF ENTITY: (Check one)</p> <p><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/local) <input type="checkbox"/> Other _____</p> <p style="text-align: right;">(See "Signing Your Offer" provision.)</p>
<p>AUTHORIZED SIGNATURE  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</p>	
<p>TITLE (Business title of person signing above)</p>	
<p>PRINTED NAME (Printed name of person signing above)</p>	<p>DATE SIGNED</p>

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.

<p>STATE OF INCORPORATION</p>	<p>(If offeror is a corporation, identify the state of Incorporation.)</p>
<p>TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)</p>	

**PAGE TWO**

(Return Page Two with Your Offer)

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

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

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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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## Solicitation Outline

- I. Scope of Solicitation
- II. Scope of Work / Specifications
- III. Information for Offerors to Submit
- IV. Award Criteria
- V. Instructions to Offerors
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- VII. Attachments to Solicitation

### I. Scope of Solicitation

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions for the University of South Carolina Columbia Campus. The maximum term of this agreement will be 5 years.

### Overview of the University of South Carolina

Chartered in 1801 as South Carolina College, the University still remains on its original site in Columbia, the state capital. The campus has grown from its origins of one building on the historic Horseshoe to 155 facilities on 358 acres. USC Columbia offers more than 350 undergraduate and graduate courses of study. The Columbia campus offers fifteen (15) academic units which include: The Colleges of Arts and Sciences; Education; Engineering and Information Technology; Hospitality, Retail, and Sport Management; Mass Communications and Information Studies; Nursing; Pharmacy; and Social Work; the South Carolina Honors College; the Moore School of Business; the School of the Environment; the School of Law; the School of Medicine; the School of Music; and the Norman J. Arnold School of Public Health.

#### Fall 2014 Enrollment:

Undergraduate Students -24,864  
 Graduate and Professional Students -8,108

#### Fall 2014 Housing Occupancy:

Freshman Residence Hall Population- 4,810  
 Sophomore Residence Hall Population -793  
 Junior Residence Hall Population- 330  
 Senior Residence Hall Population-238  
 Graduate Student Residence Hall Population-12  
 Female Campus Residence Hall Population-3,590  
 Male Campus Residence Hall Population-2,942  
 Gateway Residence Hall Population- 349

#### Employees

Faculty 2,571; Staff 3,659

## **II. Scope of Work/Specifications**

The University is seeking proposals from beverage suppliers of soft drinks and other bottled and fountain beverages to become the primary beverage supplier at its Dining and Bookstore locations. To ensure customer satisfaction with the services provided by both the Dining and Bookstore operations, the University reserves the right to provide a mixture of 80% of the products offered in these locations to its primary provider and 20% to other providers designated by the University and its Dining and Bookstore service providers. Other exclusions are current and future branded food concepts that require, or may require, a specific beverage supplier (i.e. Taco Bell – Pepsi, Chick Fil A homemade lemonade), tea and coffee brewed by the University’s dining and bookstore contractor, unique products where Offeror cannot provide equal or same product requested by the University’s contractor, (i.e. Naked Juice, La Croix sparkling water, Izze products), frozen beverages and smoothies, and catering exclusions such as coffee, brewed tea, milk, and juice. The scope of the rights awarded under this contract does not include drink vending on campus or pouring rights for University athletic facilities.

### **A. Campus Dining Program**

The University of South Carolina operates an extensive dining program for students, faculty, staff and visitors to campus. There are currently 18 distinct venues offering different menus and hours of operation. Additional information about these venues and the campus dining program can be found at <https://uofsc.sodexomyway.com>. A new 5500 sq. ft. venue will open in Fall of 2015 in the new student housing being constructed at 650 Lincoln Street. The services offered through the University dining program include both Board and retail sales. All venues are open to the entire campus community. Only two of the locations currently operate on an all-you-care-to-eat basis. Beginning in Fall of 2015, two additional locations will offer this type of service which will be open to Meal Plan and non-Meal plan participants. Soft drink and other related beverages sold by soft drink companies are offered for sale in most of these locations. Further detail on beverage sales offered in campus venues is attached as Exhibit 1 to the RFP. Sales for Meal Plan and retail usage of the dining facilities last year totaled approximately \$22.5M, and in excess of \$3.25M in purchases of soft drink/beverage and fountain products in dining facilities. On average there are 16,800 average daily customers in the collective dining venues on campus during Fall and Spring semesters.

In addition to the campus dining locations that offer food service, the Dining contract also provides catering services for the campus community through its dining contract. There are certain exceptions to the exclusivity of the catering business on campus depending upon the source of funds that are used in paying for the event. Catering and conference sales for last Fiscal Year were \$2.26M.

The University’s dining services are provided through an exclusive dining contract that is procured under the South Carolina Consolidated Procurement Code. The current contract is awarded to Sodexo Campus Services and its term expires on July 1, 2017. A new contract will be solicited and awarded under the procurement code to become effective on July 1, 2017.

## **B. Campus Bookstore Operation**

The University also operates a Bookstore under an exclusive contract with Barnes and Noble College Booksellers, Inc. This contract was also procured under the South Carolina Consolidated Procurement Code. It includes the operation of two locations on the Columbia Campus. The primary location is in the Russell House Student Union. It consists of 24,477 sq. ft. There is also a satellite location of 400 sq. ft. that is located in the current Law School. A similar satellite facility is being constructed in the new Law School facility that is currently under construction. Together these locations generate annual sales of 2,853 cases of bottled beverage products. A breakdown of the type of beverages sold in the Bookstore locations is attached as Exhibit 2.

## **C. Contractual Requirements**

- 1. General:** The selected contractor will provide fountain and bottled beverages required by the University Food Service contractor for sale in all dining areas on campus that offer fountain and non-vended bottled beverages, except in cases where branded food concepts may require a specific beverage supplier or where the University and its Food Service Contractor have determined that a selection of other bottled beverages (not to exceed 20% of the beverages offered campus wide) are needed to meet customer needs.
- 2. Equipment:** Dispensing equipment must be supplied, installed, serviced and maintained by the selected Contractor at no cost to the University or the Food Service Contractor. The selected Contractor will provide beverage equipment for any new dining facilities that are built during the course of this contract or provide funding for such equipment.
- 3. State-of-the-Art:** All fountain equipment must be new or in like-new condition at the time of the contract commencement and remain state-of-the-art throughout the term of the contract. All dispensers must be equipped with locks and/or shut-off valves at no cost to the University or the Food Service Contractor and shall be filtered with a stainless steel, vented, double check valve backflow. All dispensers should have a top loading or under the counter ice machine attached and must be equipped with separate water supply shut-off. Equipment may be subject to approval by the University Environmental Health and Safety office and the SC Department of Health and Environmental Control.
- 4. Syrup and Mix:** Product cost for syrup to the University or its Food Service Contractor will be consistent with the best available national account price lists, agreements in place with the University Food Service Contractor and/or local best available market pricing, whichever is lower. Marketing support funds paid by the selected contractor to the University will be separate from the purchased product cost invoices and paid in the form of rebates, and are expected to be proportionately adjusted based upon cost changes that may occur during the term of this Agreement. The syrup must be in five (5) gallon or 2.5 gallon bags in a box. CO2 tanks must be twenty (20) pound capacity with capped faucet for sanitary purposes. Bulk CO2 and supporting equipment should also be made available.

**D. Shelf Space/Equipment**

1. Shelf Space: The selected contractor will be allocated shelf space in an 80/20 split in favor of the contractor where bottled or canned packaged beverage selections are offered for sale on campus other than through vending machines. Such University food service locations will include all locations managed by the University Food Service Contractor, and other food service areas on campus, including convenience stores, auxiliary food service areas and bookstore locations. Any University of South Carolina branded beverage items that may be developed (such as USC branded water) may also be given shelf space that shall not count for purposes of the calculation of the contractor's 80% allocation.
2. Price: The product cost for canned and/or bottled beverage will be in line with the best available national account price lists offered at any time during the contract, agreements in place with the University Food Service Contractor and/or local pricing, whichever is lower.
3. Well Stocked: The food service locations will be considered favored clients and as such, service and delivery to these locations will be timely and locations will remain well stocked.
4. Equipment: The selected contractor shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at University food service facilities. The current list of equipment in University Dining areas is provided in Exhibit 1. All equipment supplied to support University food service and sales must be new or like new at the time of contract commencement and remain state-of-the-art throughout the term of the Sponsorship and Pour Rights Agreement. The offeror's proposal should include proposed equipment to promote University food service and sales.

**E. Catering**

The selected contractor will be required to provide and maintain new state-of-the-art equipment to display or resell beverages through the University's catering operations. The University catering operations will exclusively offer selected contractor's carbonated products to its clients during the term of the Agreement unless the client specifically requests other products to be served. Coffee, tea, milk and juice are not included in the exclusive rights granted under this contract. Any University branded beverage that may be developed (such as USC branded water) may also be offered at catered events unless client specifically requests other products be served.

**F. Service**

The University is committed to exemplary service. The RFP response should describe the service and quality control program proposed by the selected Sponsor. The selected Sponsor will provide twenty-four (24) hour service and repair of all vending, fountain, and University food service equipment within twenty-four (24) hours, seven (7) days a week, at no cost to the University. However, with respect to any and all University operations providing three (3) meals per days, repair of fountain equipment must occur before the next scheduled meal service. The selected Sponsor will also restock bottled beverage refrigerators at least three (3) times per week. The selected Sponsor must predict and respond to seasonal needs, fluctuations, and demands, especially at the beginning of each semester.

**G. Contractor Qualifications**

Contractors must be a vendor who is able to provide brand name soft drink products of the general type and variety currently offered on campus in campus dining and bookstore locations at prices that are consistent with the best available national account price lists offered at any time during the contract, or in agreements that are already in place with the University Food Service Contractor at this or other of its accounts, or at the local pricing for such products, whichever is lower. A list of currently available products being offered in the University Dining and Bookstore locations is attached as Exhibits 1 and 2.

### III. Information for Offerors to Submit/Proposal Contents

1. Provide the corporate background of the offeror, including the number of years that it has been in business and its annual sales volume overall and by product.
2. Describe the offerors' market penetration of its 20 top selling products.
3. Provide a listing of all products that will be offered by the offeror under this agreement.
4. Describe the type of equipment that the offeror will provide to service the current and future dining and bookstore locations that are included in this agreement.
5. Describe the maintenance commitment that the offeror will make in servicing and replacing the equipment.
6. Provide a list of 10 University references, including the name of the University, the primary contact for the University for the account, and the telephone number and e-mail address for the primary contact where the offeror has been awarded pouring rights in campus venues.
7. Provide a guaranteed annual fixed amount offered for the rights that will be conferred by this contract for each of the five years of the term of the agreement. This information must be submitted on the form provided as Exhibit 3. **DO NOT PROVIDE ANY FURTHER OFFERS WITH RESPECT TO THE FINANCIAL INFORMATION.**

### IV. Award Criteria

**AWARD CRITERIA – PROPOSALS (JAN 2006):** Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

**EVALUATION FACTORS – PROPOSALS (JAN 2006):** Offers will be evaluated using only the factors stated herein. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

**Evaluation Criteria:**

The following criteria will be used in evaluating proposals for award. These criteria are listed in the order of relative importance:

1. Annual Fixed Guarantee for Pouring Rights being awarded under the scope of the RFP. **Do not add any additional financial offers/incentives/advertising or other promotional items to this amount as required in Exhibit 3. Only the annual fixed guaranteed amount will be considered in evaluating this criterion.**
2. Offeror's Qualifications and Experience.
3. Offeror's plan for replacing and servicing equipment.

**NEGOTIATIONS (JAN 2006):** The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may



elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

## **V. Instructions to Offerors**

### **A. General Instructions-Site Visits and Questions**

#### **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 (NOV 2007):** Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. 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 total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

**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-

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

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.

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 nonresponsive.

(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.

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.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)  
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS  
CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER  
SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER  
APPLICABLE LAWS.**

By submitting an offer, the offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror,

directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

**COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 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)]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any

actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**DISCUSSIONS and NEGOTIATIONS (NOV 2007):** Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

**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 CERTIFICATE (May 2008):** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**IRAN DIVESTMENT ACT – CERTIFICATION (JAN 2015):** (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-A]

**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 (JAN 2004)** The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

**RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)**

5. 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.

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].

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 16ropica 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. I If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

**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](http://www.scemd.org/scgovweb/weather_alert.htm).

**SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other 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 REDACTED OFFERS (FEB 2007):** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

**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. I 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 DISADVANTAGED SMALL BUSINESSES (JAN 2008):** Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of

Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

**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.

I 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.

## **B. Special Instructions**

### **SITE VISIT – BY APPOINTMENT:**

**Appointment for a site visit may be made by contacting:**

**Beth Sinnott at (803)777-4768 or by e-mail [bsinnott@mailbox.sc.edu](mailto:bsinnott@mailbox.sc.edu)**

### **SUBMISSION OF QUESTIONS**

**Mark envelopes on questions mailed:**

**QUESTIONS: USC-RFP-2821-VM**

**Title: Primary Beverage Supplier for Dining and Bookstore Operations**

**Attn: Venis Manigo**

**QUESTIONS MAY BE E-MAILED TO:**

**[manigol@mailbox.sc.edu](mailto:manigol@mailbox.sc.edu)**

**FAXED TO:**

**803-777-2032**

**CLARIFICATION (NOV 2007):** Pursuant to Section 11-35-1530(6), the Procurement Officer

may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1530(6); R.19-445.2080] [02-2B055-1]

**DISCUSSION WITH OFFERORS:** After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

**MAGNETIC MEDIA – REQUIRED FORMAT (JAN 2006):** As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R**. Formats such as CD-RW, DVD-RAM, DVD-RW, DVD-+RW, or DVIX **are not acceptable** and will result in the Offeror’s proposal being rejected. Every CD must be labeled with offeror’s name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

**PROTEST – CPO – MMO ADDRESS (JUNE 2006)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-1]

**LEGAL AGREEMENTS INCLUDED WITH BIDS MUST BE CLEARLY LABELLED “SAMPLE”**

**Every page of legal agreement(s) that Offeror expects the University to sign in order to do business with Offeror, Offeror’s terms and conditions, and/or similar type legal documents pursuant to potential contract award that Offeror chooses to include with its proposal must be clearly labelled “SAMPLE”. If Offeror’s proposal is the highest ranked offer from the evaluation process for the solicitation, then the University will consider the legal documents pursuant to potential contract award that the Offeror included with its proposal and clearly labelled “SAMPLE”.**

**VI. 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)**

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.

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015):** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

**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 & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted,

less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. I Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

**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 therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

**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.

## **VI. Terms and Conditions – B. Special**

**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/>

**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 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.

**CHANGES (JAN 2006):**

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

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

**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.

**CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact



with regard to all situations, including payment of all charges and the meeting of all other requirements.

**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-

6. 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.

I 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.

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.

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

**Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]**

**ILLEGAL IMMIGRATION (NOV. 2008)**

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

**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. Contractor’s obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

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

**PRICE ADJUSTMENTS (JAN 2006):** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently

agreed upon; by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually

agree; or, in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**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).

I 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.

**RELATIONSHIP OF THE PARTIES (JAN 2006):** Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**TERM OF CONTRACT – OPTION TO RENEW (JAN 2015):** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will void ab initio. [07-7B245-2]

**TERMINATION FOR CONVENIENCE (JAN 2006):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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 I(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.

**7. ATTACHMENTS TO SOLICITATION**

- A. IMPORTANT TAX NOTICE – NONRESIDENTS ONLY
- B. STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE FORM I-312
- C. OFFEROR’S CHECKLIST
- D. EXHIBIT 1-DINING SERVICES INFORMATION
- E. EXHIBIT 2-BOOKSTORE INFORMATION
- F. EXHIBIT 3-ANNUAL GUARANTEE

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

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





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:

8. 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: \_\_\_\_\_

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

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

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

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

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

If Corporate officer, state title:

(Name - Please Print)

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.

**EXHIBIT 1**  
**DINING SERVICES INFORMATION**

*University of South Carolina Beverage Program*

**Carolina Campus Dining Beverage Sales**

***Summary of Current Fountain and Bottled Beverage Equipment***

LOCATION	FOUNTAIN BEVERAGE		BOTTLE DRINK		BOTTLE DRINK		SODEXO		JUICE MACHINE
	COKE	PEPSI	COKE	PEPSI	COKE	PEPSI	COKE	PEPSI	COKE
GIBBES COURT	1		1				1		1
COLLOQUIUM							1		
EINSTEIN BROTHERS	1						1		
PRESTON	1								1
GRAND MARKET PLACE	6				2	1			1
GAMECOCK PARK		5	1			1			
HORSESHOE DELI	2						1		
PANDINI'S	2						1		
COOPERS CORNER			1		1				
HONORS DORM & BUZZ	1						1		1
CAFÉ A LA CART							1		
FASTBREAK	1		1		1				
MARKET 101							1		
DARLA MOORE							2		
CAFÉ VERDE	1						1		
BATES CAFÉ	2						1		2
THE COOP							1		
HAMPTON STREET			1						

***Beverage Products Currently Offered – Campus Dining Areas***

			<b>FOUNTAIN</b>	
<b>COKE</b>	<b>PEPSI</b>	<b>THIRD PARTY</b>	<b>COKE</b>	<b>PEPSI</b>
coke	sobe	La croix water	coke	Pepsi
diet coke	Izze		diet coke	diet pepsi
coke zero	naked juice		coke zero	mountain dew
sprite	Gatorade		sprite	diet mountain dew
36ropic water	Aquafina water		Barq's Rootbeer	Dr Pepper
smart water	lipton tea		MM lemonade	Diet Dr Pepper
Powerade	Pepsi		Powerade	sierra mist
Vitamin Water	diet pepsi		Mellow Yellow	ginger ale
honest tea	mountain dew			36ropicana Pink Lem
fuze	diet mountain dew			36ropicana fruit punch
Golden peak tea	sierra mist			Mug Rootbeer
MM apple juice	Dr pepper			
MM orange juice	Diet dr pepper			
MM cranberry juice	Ocean spray orange			
Fanta Orange	ocean spray cranberry			
Fanta Strawberry	ocean spray apple			
Fanta Grape				
Cherry Coke				
Mellow Yellow				

**Pepsi Bottled and Fountain Beverage 2014-2015**

	<b>Bottle Volume</b>	<b>Fountain BIB (DSD &amp; SYSCO)</b>
<b>All Products</b>	<b>1,140</b>	<b>895</b>
Gatorade Total	492	0
Ocean Spray Total	245	0
Dr Pepper Total	89	0
Aquafina Base Total	73	0
Lipton Iced Tea Total	66	0
Mt Dew Total	49	180
Dt Dew		25
Pepsi Total	38	235
Schweppes Total	24	0
Pepsi Dt Total	20	0
Frappuccino Total	16	0
SoBe Juice Total	11	0
SoBe Tea Total	6	0
Sierra Mist Cran Total	4	0
Sierra Mist Total	4	130
Gatorade G2 Total	2	0
Mt Dew Code Red Total	1	0
Mug Total	0	25
Tropicana Fruit Punch		110
Tropicana Pink Lemonade		150
Tampico Total	0	0
Tropicana Juice Non Chill	0	40

*Fountain and Bulk Syrup Purchased (Coca-Cola)*

<b>03/01/14 to 03/20/15</b>				
<b>Manf Nm</b>	<b>Distrb Brand</b>	<b>Distrb Itm Desc</b>	<b>Sold Case</b>	<b>Sold Dol Am</b>
THE COCA-COLA CO. (SYRUP)	ORCHBST	JUICE APPLE BRY Total	54	3046.91
THE COCA COLA CO. (Juice)	MINMAID	JUICE APPLE CONC DISP 6X1 Total	216	17706.64
THE COCA COLA CO. (Juice)	MINMAID	JUICE CRNBRY DRINK MINI PAC Tota	150	12026.36
THE COCA COLA CO. (Juice)	MINMAID	JUICE GRAPE BEV 4+1 Total	38	2292.86
THE COCA-COLA CO. (SYRUP)	ORCHBST	JUICE GRAPE CONC 5X1 MINPAC Tot	46	2589.24
THE COCA-COLA CO. (SYRUP)	ORCHBST	JUICE KIWI STWBRY 4+1 Total	69	3622.87
THE COCA-COLA CO. (SYRUP)	ORCHBST	JUICE ORANGE 100% BLND Total	117	8460.59
THE COCA COLA CO. (Juice)	MINMAID	JUICE ORANGE CONC 5X1 ORIG Tota	338	26760.03
THE COCA COLA CO. (Juice)	MINMAID	JUICE RASP LEMONADE CONC 5X1 T	124	7200.66
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP CHERRY COKE BIB Total	64	4266.2
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP COKE CLASSIC 5X1 BIB Total	630	37950.95
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP COKE DIET 5.5X1 BIB X Total	193	12812.65
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP COKE DIET 5X1 BIB Total	37	1319.2
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP COKE ZERO 5X1 BIB Total	119	7930.15
THE COCA-COLA CO. (SYRUP)	POWRADE	SYRUP FRUIT PUNCH 5X1 BIB Total	697	24242.5
THE COCA-COLA CO. (SYRUP)	HI C	SYRUP FRUIT PUNCH BIB FLASHIN To	91	6070.35
THE COCA-COLA CO. (SYRUP)	SEAGRAM	SYRUP GINGER ALE 5X1 BIB Total	19	658.6
THE COCA-COLA CO. (SYRUP)	MINMAID	SYRUP LEMONADE BIB Total	30	1966.85
THE COCA-COLA CO. (SYRUP)	MINMAID	SYRUP LEMONADE LIGHT BIB Total	690	24970.3
THE COCA-COLA CO. (SYRUP)	HI C	SYRUP LEMONADE PINK POPPIN BIB	115	6622.3
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP MELLO YELLOW 5X1 BIB Total	51	3389.35
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP MELLOW YELLOW BIB Total	205	7131.1
THE COCA-COLA CO. (SYRUP)	POWRADE	SYRUP MOUNTAIN BLAST SPORT BIB	481	16728.4
THE COCA-COLA CO. (SYRUP)	FANTA	SYRUP ORANGE BIB Total	98	3408.5
THE COCA-COLA CO. (SYRUP)	COCACOL	SYRUP PIBB XTRA BIB Total	43	2863.55
THE COCA-COLA CO. (SYRUP)	BARQS	SYRUP ROOT BEER BIB Total	256	10074
THE COCA-COLA CO. (SYRUP)	SPRITE	SYRUP SPRITE 5X1 BIB Total	459	27927.5
THE COCA-COLA CO. (SYRUP)	GLDPEAK	SYRUP TEA BLACK SWEET BIB Total	2	71.6
THE COCA-COLA CO. (SYRUP)	GLDPEAK	SYRUP TEA SWEET SOTHRN STY BIB	122	4246.1
		<b>Grand Total</b>	<b>5554</b>	<b>\$288,356.31</b>

Bottled Products Purchased (in cases)  
 March 2014 through February 2015

Bottled Beverages	2014-2015
20OZ PET LS24	2,774
CLASSIC	740.0
SPRITE	444.0
DT COKE	398.0
CHERRY COKE	274.0
COKE ZERO	182.0
SGRMS GINGER ALE NEW	162.0
FANTA ORANGE	114.0
COKE ZERO CHERRY	108.0
MELLO YELLO	105.0
FANTA GRAPE	85.0
FANTA STRAWBERRY	51.0
PIBB XTRA	32.0
SPRITE ZERO	31.0
FANTA PEACH	20.0
BARQS ROOT BEER	13.0
FANTA PINEAPPLE	10.0
COKE VANILLA	5.0
SEAGRAMS GINGER ALE	0.0
FANTA ORANGE ZERO	0.0
MELLO YELLO ZERO	0.0
.5L PET 24PK24 TS H2	2,387.0
DASANI	2,387.0
20OZ PET LS24 TS H2	1,647.0
SMARTWATER	650.0
VIT WTR XXX AC-BL-PM	168.0
VIT WTR FOCUS KIWSTR	160.0
VIT WTR REVIVE FP	127.0
VIT WTR POWER-C	123.0
VIT WTR ENERGY TROP	111.0
VIT WTR ESSENTL ORNG	99.0
VIT WTR ZRO SQUEEZED	66.0
VIT WTR ZRO XXX	50.0
VIT WTR SQUEEZED	45.0
VIT WTR ZRO GO-GO	42.0
VIT WTR ZRO RISE	4.0

VIT WTR ZERO POWER-C	2.0
VIT WTR ZRO GLOW	0.0
VIT WTR ZERO REVIVE	0.0
VIT WTR ZRO FOCUS	0.0

1L PET LS12 BX H2	1,259.0
SMARTWATER	1,259.0
DASANI	0.0

16.9OZ PET LS12 TS	668.0
HONEST ADE POM BLUE	176.0
HONEST TEA HONEY GRN	143.0
HONEST TEA PEACH WHT	140.0
HONEST SWEET TEA	114.0
HONEST TEA HLF N HLF	84.0
HONEST PEACH TEA	4.0
HNST POMBLU HERBLTEA	4.0
HNST OR MNGO HRBLTEA	3.0

20OZ PET LS24 TS ISO	647.0
PADE MOUNTAIN BLAST	233.0
PADE FRUIT PUNCH	185.0
PADE GRAPE	118.0
PADE ORANGE	105.0
PADE LEMON LIME	6.0

15.2OZ PET LS24TSJUC	532.0
MMD 100% APPLE JUICE	246.0
MMD 100% ORANGE	165.0
MMD 25% CRAN GRAPE	70.0
MMD 25% CRANAPLRASP	26.0
MMD 25% TROP BLEND	17.0
MMD 25% BERRY BLEND	8.0
MMD 25% STRW PASSION	0.0
MMD 30% FRUIT PUNCH	0.0

12OZ PET 8PK24 SHLH2	527.0
DASANI	527.0

12OZ PET 8PK24 SHL	524.0
CLASSIC	194.0
DT COKE	182.0
SPRITE	148.0



20OZ PET LS24 H2	431.0
DASANI	407.0
DASANI STRAWBERRY	14.0
DASANI GRAPE	8.0
DASANI LEMON	2.0
20OZ PET LS24 TS	232.0
FUZE HLF TEA HLF LMN	94.0
FUZE HNY&GSG GRN TEA	77.0
FUZE SWEET TEA	59.0
FUZE LEMON BLK TEA	1.0
FUZE STRWBRY LMNADE	1.0
12OZ CAN 12PK24 FRDG	229.0
CLASSIC	47.0
SPRITE	47.0
MELLO YELLO	34.0
DT COKE	25.0
COKE ZERO	18.0
SGRMS GINGER ALE NEW	16.0
MMD 3% FRUIT PUNCH	16.0
MMD 3% PINK LEMONADE	13.0
MMD 3% LEMONADE	13.0
CHERRY COKE	0.0
BARQS ROOT BEER	0.0
COKE VANILLA	0.0
FANTA STRAWBERRY	0.0
COKE ZERO CHERRY	0.0
MELLO YELLO ZERO	0.0
16.9OZ PET LS12TS H2	219.0
FRTWTR STRW KIWI	54.0
FRTWTR ORNG MANG	49.0
FRTWTR BLK RASP	41.0
FRTWTR WTRMLN PNCH	40.0
FRTWTR LMN LIM	31.0
FRTWTR FIZZY LMNADE	3.0
FRTWTR TROP PNAPLE	1.0
16.9OZ PET LS12TSJUC	161.0
FUZE STRAWBRY MELON	50.0
FUZE PEACH MANGO	47.0

FUZE TROPICAL PUNCH	42.0
FUZE BLUBRY RASPBRY	21.0
FUZE BANANA COLADA	1.0
FUZE CRAN RASPBERRY	0.0
FUZE EMP POM ACAIBRY	0.0

20OZ PET LS24 JUC	153.0
MMD 3% PINK LEMONADE	56.0
MMD 3% LEMONADE	34.0
MMD 3% PEACH	31.0
MMD 3% FRUIT PUNCH	25.0
MMD 3% ORANGEADE	7.0

24OZ PET LS24	135.0
CLASSIC	36.0
CHERRY COKE	20.0
SPRITE	19.0
DT COKE	16.0
FANTA ORANGE	16.0
MELLO YELLO	15.0
COKE ZERO	13.0

2L PET LS8	80.0
SPRITE	24.0
SGRMS GINGER ALE NEW	20.0
CLASSIC	18.0
DT COKE	18.0

15OZ CAN LS12 TS NRG	38.0
MONSTER JAVA MEAN BN	23.0
MONSTER JAVA LOCAMCA	15.0

3OZ PET LS6 PB ISO	37.0
PADE ZRO DRP MTNBLST	18.0
PADE ZRO DRP FRTPNCH	16.0
PADE ZRO DRP ORNG	3.0

18.5OZ PET LS12 TS	34.0
GOLD PEAK SWT TEA	25.0
GOLD PEAK LEMON TEA	5.0
DT GOLD PEAK TEA	2.0
GOLD PEAK LMNADE TEA	2.0

16OZ CAN LS24 TS NRG	28.0
MONSTER ENERGY	10.0
MONSTER ABSTLY ZERO	9.0
FULL THROTTLE	5.0
NOS REGULAR	4.0
NOS GRAPE	0.0
FULL THRTL BLUEAGAVE	0.0
20OZ PET 8PK24 SWISO	25.0
PADE ZERO FRUIT PNCH	19.0
PADE ZERO MIXEDBERRY	4.0
PADE ZERO GRAPE	2.0
300ML PET LS24 BX H2	23.0
DASANI	23.0
11.5OZ PET LS12 BX	19.0
CORE PWR VAN	9.0
CORE PWR LT STRW BAN	4.0
CORE PWR BAN	3.0
CORE PWR LT CHOC	2.0
CORE PWR CHOC	1.0
14OZ PET LS12 BX H2	15.0
ZICO NATURAL	6.0
ZICO CHOCOLATE	6.0
ZICO PINEAPPLE	3.0
24OZ PET 6PK24SHL H2	12.0
DASANI	12.0
1.9OZ PET LS6 PB H2	8.0
DASANI DRPS CHRY POM	2.0
DASANI DRPS PINK LMN	2.0
DASANI DRPS MIXEDBRY	2.0
DASANI DRPS GRAPE	1.0
DASANI DRPS STRWKIWI	1.0
DAS DRPS PNAPL COCNT	0.0
7.5OZ SLK 8PK24	7.0
DT COKE	2.0
SPRITE	2.0
COKE ZERO	2.0

CLASSIC	1.0
24OZ PET LS24 H2	4.0
DASANI	4.0
9.5OZ GLS LS12 TS	1.0
ILLY LATTE MACCHIATO	1.0
ILLY CAPPUCCINO	0.0
16OZ CAN LS12 TS NRG	1.0
NOS LOADED CHERRY	1.0
NOS CHARGED CITRUS	0.0
FULL THRTL RED BERRY	0.0
NOS ZERO	0.0
20OZ PET6PK24SWBX H2	0.0
SMARTWATER	0.0
.5L PET 6PK24 SHL H2	0.0
DASANI	0.0
1L PET LS12 TS	0.0
SGRMS GINGER ALE NEW	0.0
8OZ GLS 6PK24 PC BX	0.0
SPRITE	0.0
12OZ CAN 6PK24	0.0
CLASSIC	0.0
DT COKE	0.0
COKE ZERO	0.0
1.93OZ PETLS12 PBNRG	0.0
FUEL N BTL BRY XTRA	0.0
FUEL N BTL GRAPE NRG	0.0
FUEL N BTL BERRY NRG	0.0
8.5OZ ALBTL LS24 TS	0.0
COKE ZERO	0.0
253ML PET LS24 TS	0.0
CLASSIC	0.0
CHERRY COKE	0.0

COKE VANILLA	0.0
1L PET 6PK12 SW TSH2	0.0
SMARTWATER	0.0
Totals	12,857.0

**EXHIBIT 2**  
**BOOKSTORE INFORMATION**

The total square footage of the Russell House Bookstore is 24,477 including the stockroom.

The Law School is 400 square feet, including non-sales space (office, small stockroom)

Beverage sales are listed below and equate to 2,853 cases.

Name	Units (YTD)	Dollars (YTD)
Carbonated	11,940	21,374.37
Iced Tea	1,734	3,368.26
Sports Drinks	3,674	7,082.05
Juice	10,460	28,109.13
Bottled Water	4,157	8,453.89
Other Pack	26,593	65,115.24
Catch-all	9,920	19,377.86
<b>Total:</b>	<b>68,478</b>	<b>152,880.80</b>

**Russell House Bookstore Equipment Information:**

**In the Café: Two Coolers**

One single door upright Coca-Cola cooler branded with logo and trademarked “Swoop” handle.

**On the Main Store Sales Floor: Seven Coolers**

One single door upright branded Naked Juice with juice products.

One single door upright branded Monster Energy Drinks, with their canned products.

One single door upright branded 7-Up cooler containing soda, juice water and milk from various vendors.

One double door upright branded Coca-Cola cooler, containing their products; soda, water, juice, tea and PowerAde.

One double door upright branded VitaminWater cooler containing Power Milk, juice, VitaminWater and other waters.

One single door upright branded Red Bull cooler containing Red Bull singles and multi-packs of their beverage.

One double door upright branded Pepsi cooler containing Pepsi sodas, Starbucks chilled coffee drinks, various teas and waters and Rockstar Energy Drinks.

**Total product ordered at cost during the previous fiscal year**

**Coke \$34,566**

**Pepsi \$20,907**

**EXHIBIT 3**  
**ANNUAL FIXED GUARANTEE**

Offerors must complete this form and include with their response to this RFP for Primary Beverage Supplier for Dining and Bookstore Operations. **DO NOT INCLUDE ANY OTHER FINANCIAL OFFERS OR INCENTIVES ON THIS FORM.**

<b>YEAR</b>	<b>ANNUAL FIXED GUARANTEE AMOUNT</b>
<b>1</b>	<b>\$</b>
<b>2</b>	<b>\$</b>
<b>3</b>	<b>\$</b>
<b>4</b>	<b>\$</b>
<b>5</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>