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|  UNIVERSITY OF SOUTH CAROLINA | REQUEST FOR PROPOSALS | Solicitation Number: USC-RFP-3244-CJ |
| | | Date Issued: 1/5/2018 |
| | | Procurement Officer: Charles Johnson |
| | | Phone: (803)777-4115 |
| | | E-Mail Address: Charles.Johnson@sc.edu |
| | | Mailing Address: 1600 Hampton St, Suite 606 Columbia, SC 29208 |

DESCRIPTION: DRINK VENDING SERVICES FOR THE BEAUFORT, COLUMBIA, LANCASTER, AND UNION CAMPUSES OF THE UNIVERSITY OF SOUTH CAROLINA

USING GOVERNMENTAL UNIT: UNIVERSITY OF SOUTH CAROLINA

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

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| SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES: | |
| MAILING ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208 | PHYSICAL ADDRESS: University of South Carolina – Purchasing Department 1600 Hampton Street, Suite 606 Columbia SC 29208 |

SUBMIT OFFER BY (Opening Date/Time): **February 16, 2018 at 3:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **January 16, 2018 at 12:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original and Six (6) Hardcopies marked "COPY" plus One (1) Electronic Copy of the Proposal (Original Hardcopy Shall Prevail)**

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| CONFERENCE TYPE: N/A DATE & TIME: | LOCATION: N/A |
| <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small> | |

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| AWARD & AMENDMENTS | Award will be posted on 4/20/2018 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.purchasing.sc.edu |
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

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| NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small> | Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |
| AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small> | DATE SIGNED |
| TITLE <small>(business title of person signing above)</small> | STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small> |
| PRINTED NAME <small>(printed name of person signing above)</small> | STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small> |

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| OFFEROR'S TYPE OF ENTITY: (Check one) | <small>(See "Signing Your Offer" provision.)</small> |
| <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) | |

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
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| DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
|--|----------------------|----------------------|----------------------|-------------------------|

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subContractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident SubContractor Preference (11-35-1524(D)).

In-State Office Address same as Home Office Address
 In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation
 - 1. Important Tax Notice – Nonresidents Only
 - 2. State of SC Department of Revenue Nonresident Taxpayer Registration Affidavit Income Tax Withholding (I-312)
 - 3. Offeror's Checklist
 - 4. Attachment 1 – Drink Vending Machines – Columbia Campus
 - 5. Attachment 2 – Link to the Columbia Campus Map
 - 6. Attachment 3 – Specifications for CBORD On-Line Vending
 - 7. Attachment 4 – Map indicating Option 1 and Option 2 Designations
 - 8. Attachment 5 – Sales by Flavor and Size
 - 9. Exhibits A-G

I. Scope Of Solicitation

ACQUIRE SERVICES (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 7/01/2018 End date: 6/30/2025 Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

It is the intention of the University of South Carolina to solicit proposals from qualified sources of supply to provide drink vending services to the Columbia, Beaufort, Lancaster, and Union Campuses of the University of South Carolina in accordance with all of the specifications set forth herein. .

II. Instructions To Offerors - A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (FEB 2015)

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

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

BOARD means the South Carolina Budget & Control Board or its successor in interest.

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and **YOUR** means Offeror.

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

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

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

US or **WE** means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-2]

AMENDMENTS TO SOLICITATION (JAN 2004)

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

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

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

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

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

[02-2A035-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>. [02-2A040-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN2004)

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(G)] [02-2A050-1]

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

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

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

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: <https://procurement.sc.gov/iran->

divestment (.) 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. [02-2A077-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay.

OPEN TRADE REPRESENTATION (JUN 2015)

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.* All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subContractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.* [R. 19-445.2165] [02-2A087-1]

PROTESTS (JUN 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". [Section 11-35-4210] [02-2A085-1]

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

REJECTION/CANCELLATION: This solicitation does not commit the State of South Carolina to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The State may cancel this solicitation in whole or in part. The State may reject any or all offers in whole or in part. [Section 11-35-1710 & R.19-445.2065]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

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

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

submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

STATE OFFICE CLOSINGS (JAN 2004)

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

[02-2A120-3]

SUBMITTING A PAPER OFFER OR MODIFICATION

Paper offers are required. You must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color,

bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

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

- (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-RFP-3244-CJ

Title: Drink Vending Services for the Beaufort, Columbia, Lancaster, and Union Campuses of the University of South Carolina

Attn.: Charles Johnson

University of South Carolina – Purchasing Dept.

1600 Hampton St., Suite 606

Columbia, SC 29208

QUESTIONS MAY BE E-MAILED TO:

Charles.Johnson@sc.edu

FAXED TO:

803-777-2032

Be sure to reference “USC-RFP-3244-CJ Questions” in the subject line.

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]

CONTENTS OF OFFER (RFP) (FEB 2015)

(a) Offers should be complete and carefully worded and should convey all of the information requested.

(b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

(c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.

(d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation’s contractual requirements or an offeror’s standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

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)]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MAR 2015)

In addition to your original offer, you must submit an electronic copy or copies on USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror’s name, and specify whether its contents address technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

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".

SAMPLES OR DESCRIPTIVE LITERATURE

Samples or descriptive literature should not be submitted unless expressly requested and regardless of any attempt by an offeror to condition its offer, unsolicited bid samples or descriptive literature which are submitted at offeror's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Request for Proposals.

OFFEROR'S CONTACTS WITH THE UNIVERSITY

All questions regarding the scope of work, procurement process, etc., must be directed to Charles Johnson of the University Purchasing Office. Offerors must not contact other employees of the University concerning this solicitation during the procurement and evaluation process.

UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is emailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials will be destroyed.

SITE VISIT - BY APPOINTMENT: Appointment for a site visit at one or more of the campuses (Beaufort, Columbia, Lancaster, and Union) may be made by contacting: Charles Johnson at (803)777-2020 or charles.johnson@sc.edu.

Site Visits must be scheduled and completed by Close of Business (COB) on January 17, 2018.

Your failure to schedule and complete a non-mandatory site visit will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at a site visit. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

III. Scope of Work / Specifications

3.0 SCOPE OF CONTRACT

Offeror understands and agrees that this solicitation shall include the Beaufort, Columbia, Lancaster, and Union campuses. Award may be made separately for each campus or in conjunction with the award for the Columbia campus in the University's sole discretion. Separate offers for each campus on a stand-alone basis as well as offers for each campus awarded in conjunction with the Columbia campus award must be made for offeror's proposal to be considered responsive. If the offeror does not make an offer to service any of the system campuses included in the RFP, it will be deemed non-responsive. The University reserves the right to choose to award the contract separately for each campus, or to award the contract for all or any combination of the campuses.

3.1 BACKGROUND INFORMATION

3.1.1 Description of USC Columbia campus

Chartered in 1801 as South Carolina College, the University still remains on its original site in Columbia, the State Capitol. 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; Social Work; South Carolina Honors College; Moore School of Business; School of the Environment; School of Law; School of Medicine; School of Music; and Arnold School of Public Health.

| | |
|------------------------------|---------------|
| <u>Fall 2017 Enrollment:</u> | <u>34,731</u> |
| Undergraduate Students | 26,362 |
| Master's | 4,236 |
| Doctorate | 2,319 |
| First Professional | 1,814 |

| | |
|-----------------------------|--------------|
| <u>Fall 2017 Employees:</u> | <u>7,241</u> |
| Full Time Faculty | 1,720 |
| Part Time Faculty | 640 |
| Staff | 4,881 |

3.1.2 Description of Beaufort, Lancaster, and Union Campuses

3.1.2.1 Beaufort

Since its formal beginnings in 1959, USC Beaufort has grown to offer undergraduate courses to more than 2,000 students a year on its two campuses in Beaufort and Bluffton. A third campus is opening in Fall 2018 on Hilton Head Island.

| | |
|------------------------------|--------------|
| <u>Fall 2017 Enrollment:</u> | <u>2,077</u> |
|------------------------------|--------------|

| | |
|-----------------------------|------------|
| <u>Fall 2017 Employees:</u> | <u>157</u> |
| Full Time Faculty | 93 |
| Part Time Faculty | 64 |

3.1.2.2 Lancaster

Established in 1959, USC Lancaster has become a comprehensive learning center that enrolls over 1,000 full-and part time students from a service area of six counties (Lancaster, Chester, Chesterfield, Kershaw, Fairfield, and York). The Lancaster campus provides the general education requirements of most baccalaureate degrees and grants associate degrees in the arts, sciences, business, criminal justice, and technical nursing. Recent evidence of the community's commitment to USC Lancaster is its contribution of over \$9 million to the construction of the new James Bradley Arts and Sciences Building.

| | |
|------------------------------|--------------|
| <u>Fall 2017 Enrollment:</u> | <u>1,910</u> |
|------------------------------|--------------|

| | |
|-----------------------------|-----------|
| <u>Fall 2017 Employees:</u> | <u>86</u> |
| Full Time Faculty | 52 |
| Part Time Faculty | 34 |

3.1.2.3 Union

Since 1965, USC Union has provided low-cost, fully accredited courses that satisfy the degree requirements at USC and other colleges and universities. The campus enrolls between 800 and 900 students each semester. In addition to associate's degrees, USC Union provides access to baccalaureate degrees through Palmetto Programs.

| | |
|------------------------------|------------|
| <u>Fall 2017 Enrollment:</u> | <u>903</u> |
|------------------------------|------------|

| | |
|-----------------------------|-----------|
| <u>Fall 2017 Employees:</u> | <u>46</u> |
| Full Time Faculty | 11 |
| Part Time Faculty | 35 |

3.2. DESCRIPTION OF SCOPE OF WORK

Drink vending services are currently provided by contract to the University of South Carolina's campuses. The University is interested in establishing a new seven-year (7) contract or contracts for the Columbia, Beaufort, Lancaster and Union campuses to provide for exclusive vending from automatic vending machines of soft drinks, isotonic sports drinks, juice, energy drinks and other beverages. Other campuses may be added to the contract

through negotiation during the term of the contract as desired by the University. For the Columbia campus only, water will be provided on a non-exclusive basis, and the contract will not apply to areas assigned to and managed by the Athletics Department. This contract does not include soft drink sales or pouring rights in any University venues, fountain drinks or coffee machine pouring services, or the sale of beverages in any campus locations operated by the University or its Contractors:

3.2.1 Columbia Campus Prior Sales

There are currently 152 drink vending machines on the Columbia campus which have generated the following revenues for the past four years and six months:

| | <u>Total Revenue</u> | <u>Total Commissions before Guarantee</u> |
|----------------------|----------------------|---|
| 2011/2012 | \$804,122.00 | \$438,752.00 |
| 2012/2013 | \$727,249.00 | \$395,952.00 |
| 2013/2014 | \$660,622.00 | \$358,826.00 |
| 2014/2015 | \$651,476.00 | \$343,487.00 |
| 2015/2016 | \$612,076.00 | \$352,416.00 |
| 2016/2017 | \$656,868.00 | \$317,917.00 |
| 2017 through October | \$214,853.00 | \$97,916.00 |

The University is currently planning a major new Student Housing project in the South Campus area. IF this project is approved by the Joint Bond Review Committee and the SFAA, it is planned to be done in a phased process. The project will be done in a phased process over 6 years which , when fully complete will add 2,537 beds in the area of campus where Bates House, Bates West, Cliff Apartments and Carolina Gardens are located. If Phase I is approved in early 2018, it is expected to be completed in July 2020 and will build 1,882 beds in 4 new buildings along with a new dining facility, coffee shop and Convenience Store. If Phase II is approved, it is expected to be completed in July 2022 and will consist of 1,422 beds in two buildings. If Phase III is approved, it is expected to be completed in July 2024 with 446 apartment style beds in two buildings. The design of these facilities is currently underway, but they will contain areas for vending that will provide the number of machines needed by the expected population of students in this area (3,750.). Although this project is being planned in pursuit of implementation, vendors should not rely upon any future sales related to this project in their financial proposals.

3.2.2 Beaufort Campus Prior Sales

There is currently no drink vending machine on the downtown Beaufort campus. There are 3 drink vending machines located on the Bluffton campus serviced by a different Coca-Cola Bottler. It is the desire of USC Beaufort to add a reader to each of the 3 current machines, as well as increase its machines by adding one drink machine on the Beaufort campus and several drink machines on the Bluffton campus. When the Hilton Head campus opens in Fall of 2018, drink machines would be added there as well.

| | <u>Total Revenue</u> | <u>Total Commissions before Guarantee</u> |
|----------------------|----------------------|---|
| 2011/2012 | \$14,031.60 | \$6,804.80 |
| 2012/2013 | \$9,371.51 | \$4,642.32 |
| 2013/2014 | \$12,661.57 | \$5,945.72 |
| 2014/2015 | \$19,162.00 | \$8,229.40 |
| 2015/2016 | \$12,111.89 | \$5,304.84 |
| 2016/2017 | \$13,170.56 | \$5,711.53 |
| 2017 through October | \$3,837.15 | \$1,909.38 |

3.2.3 Lancaster Campus Prior Sales

There are currently 9 drink vending machines on the Lancaster campus which have generated the following revenues for the past four years and six months:

| | <u>Total Revenue</u> | <u>Total Commissions before Guarantee</u> |
|----------------------|----------------------|---|
| 2011/2012 | \$22,752.20 | \$10,178.95 |
| 2012/2013 | \$18,644.35 | \$9,157.63 |
| 2013/2014 | \$16,424.20 | \$8,234.91 |
| 2014/2015 | \$13,998.75 | \$6,311.81 |
| 2015/2016 | \$12,742.21 | \$6,021.14 |
| 2016/2017 | \$13,398.86 | \$5,732.60 |
| 2017 through October | \$10,051.15 | \$4,387.05 |

3.2.4 Union Campus Prior Sales

There are currently 2 drink vending machines on the Union campus with card readers, which have generated the following revenues for the past four years and 6 months:

| | <u>Total Revenue</u> | <u>Total Commissions before Guarantee</u> |
|----------------------|----------------------|---|
| 2011/2012 | \$17,601.14 | \$2,339.19 |
| 2012/2013 | \$11,295.20 | \$2,055.87 |
| 2013/2014 | \$12,650.84 | \$1,941.99 |
| 2014/2015 | \$11,004.20 | \$1,882.66 |
| 2015/2016 | \$11,631.30 | \$1,995.15 |
| 2016/2017 | \$10,614.50 | \$1,768.75 |
| 2017 through October | \$2,773.40 | \$254.70 |

3.3. GENERAL REQUIREMENTS

The Contractor(s) shall provide brand new or like new state-of-the-art automatic vending machines that are capable of accepting cash and coins as well as being equipped with readers allowing the use of the Carolina Card (campus ID/debit card) in the locations designated for each campus.

The Contractor(s) will also provide full servicing of the machines as more fully described below. For purposes of submitting the proposals, Contractor must be prepared to provide the same number of machines in the same locations as they are currently placed. After the contract is awarded, machines may be relocated to other places on campus if supported by usage projections from the successful vendor(s) (Contractor(s)) and if approved by the University. In the event that this contract is awarded to two vendors, the University will consult the other vendor before approving any moving of machines from their current location or adding additional machines, if the locations being requested for approval are in an area that is in close proximity, as determined in the sole discretion of the University, to locations already being serviced by the other vendor.

Contract Pricing

The University shall neither pay nor be liable for any costs associated with the contract.

- 3.3.1 The Contractor(s) understands and agrees that vending machine services shall, at a minimum, include regular stocking, maintaining, servicing, repairing and/or replacing the required vending machines. Such services shall also include maintaining sanitation and cleanliness in the vending area related to the vending machine.
- 3.3.2 For purposes of the contract, “vending machine services” shall be defined as machine vending of soft drinks, juices, isotonic sports drinks on an exclusive basis, and water and other types of beverages on a nonexclusive basis in all areas comprising the campus with the exception, for the Columbia campus, of the athletic venues like the Williams-Brice Stadium, Carolina Baseball Stadium, the athletic space of the Carolina Coliseum, and the Colonial Life Arena as well as other current or future athletic facilities.
- 3.3.3 The Contractor shall provide and pay for all labor, materials, equipment, maintenance, repair, insurance and any other expenses associated with the provision of vending machine services under the terms of the contract. In servicing and stocking the machines, the Contractor will strictly adhere to all University policies and instructions concerning parking and building access. UNIVERSITY POLICIES STRICTLY FORBID VEHICLES FROM DRIVING ON CAMPUS OTHER THAN ON PAVED STREETS AND DRIVEWAYS THAT ARE MADE AVAILABLE TO VEHICULAR TRAFFIC. Repeated violations of driving and parking policies can result in substantial fines and/or breach of this contract.
- 3.3.4 Smoking and use of all tobacco products is prohibited in all USC-owned or leased buildings, buildings on university-owned land, all university vehicles and in designated outdoor areas including: entrances, balconies, decks, patios and outside stairways to buildings and outdoor passageways to entrances, decks, patios and stairways within twenty-five (25) feet of a building or an air intake unit/opening, courtyards or other areas where air circulation may be impeded by architectural, landscaping or other barriers. All members of the USC community, including visitors and vendors working on campus, are expected to comply with this policy. This policy relies on the consideration and cooperation of tobacco users and non-users.

- 3.3.5 The Contractor(s) shall be responsible for control of keys and building access cards obtained from the University and shall be responsible for all costs associated with rekeying and replacement of locking materials as a result of loss.
- 3.3.6 The Contractor(s) shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract.
- 3.3.7 The Contractor(s) shall meet regularly with University Contract Administrators to discuss the vending program targets and to discuss the campus community and how to maintain maximum efficiency and good public relations with students, faculty and staff. The Contractor(s) shall meet with the University Contract Administrators at least yearly to discuss goals and plans for the upcoming academic school year.
- 3.3.8 The Contractor(s) shall utilize a single contract employee representative to work with each campus in the contract that is awarded from this solicitation. The Contractor will provide a professional manager who will be accessible to university staff and knowledgeable about the University and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the Contractor. **We require that a single representative be provided who can be our central point of contact for all questions regarding the contract for all campuses.**
- 3.3.9 The Contractor(s) shall perform all services to the sole satisfaction of the University.

3.4 VENDING MACHINE SPECIFICATIONS AND REQUIREMENTS

- 3.4.1 During the term of the contract, the Contractor shall remove and/or replace any vending machines which, in the opinion of the University, have deteriorated to the point that the machine is not mechanically able to provide reliable service, or where, in the opinion of the University, the exterior of the machine has so deteriorated as to have a poor aesthetic appearance.
- 3.4.2 The University is interested in increasing the offering of healthier drinks in its vending machines and encourages the vendors to include a plan for doing so in Section 4 of its proposal. If, in the opinion of the University, at any time during the contract term, circumstances warrant changes to the quantity, types and/or specifications of the vending machines, the Contractor shall make the changes required by the University including the removal of, addition of, or other changes to vending machines. If a machine is requested to be removed by the University and the Contractor objects to its removal, the University will work with the Contractor to find a mutually agreeable new location for the machine. This shall include providing additional vending machines which may be required due to the expansion of the University into additional or new facilities and/or the expansion or renovation of existing facilities. The Contractor shall only make such changes upon the approval of the University.
- 3.4.3 As vending machines are replaced by the Contractor, the replacement vending machines must be brand new or like new and state-of-the-art technology. Acceptable like new machines must be approved by the University prior to installation. New and updated equipment shall be listed as certified by the U.S. Public Health Service Model Food Code, and the further requirements of the NAMA Standard for the Sanitary Design and Construction of Food and Beverage Vending Machines and for water machines the Water Vending Machine Code of Practice. Vending machine product selection and money insertion locations must comply with current ADA reach requirements from the U.S. Department of Justice. Any machines deemed by the University to be inadequate or unacceptable must be replaced by the Contractor immediately upon request.
- 3.4.4 Vending machines must comply with U.S. Department of Energy mandatory energy efficiency standards for refrigerated beverage machines that will reduce energy consumption. **This web site from the US Department of Energy has the energy conservation standards. See, http://www1.eere.energy.gov/buildings/appliance_standards/commercial/beverage_machines.html**
- 3.4.5 Any changes to vending machines (addition, relocation, replacement, removal) must be coordinated with the appropriate University office. A program of preventative maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor. The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service problems or sales reductions.
- 3.4.6 The Contractor understands and agrees that the University shall not be liable in the event of loss, incident, destruction, theft, damage, etc., to any equipment or products provided and/or owned by the Contractor. It shall be the Contractor's sole responsibility to obtain insurance coverage for such loss in an amount deemed appropriate by the Contractor.

- 3.4.7 Each machine must be clearly identified with a number on its front so that reports of malfunctions can refer to a particular machine.
- 3.4.8 All equipment is to be kept in a clean and sanitary condition. Any parts of the machine that are broken, scratched, or dented are to be repaired or replaced to maintain a clean appearance and prevent vandalism. Machine logos should be standard. The University must approve the appearance of machines, including any design of machine panels that differ from the company's standard panels.

3.5 VENDING DEBIT CARD READERS

- 3.5.1 The University's Carolina Card currently uses the CBORD CS Gold System that provides a single, integrated database and management system. The proposed machines must have the ability to interface with CBORD vending card readers and displays. The vending machines will have the capability to accept both cash and Carolina Card or credit card purchases. Where credit card capability exists on machines, Contractor may offer a discounted price for cash and Carolina Card payments. These machines must be able to facilitate purchases by students, faculty, staff, and visitors holding a Carolina Card and an active account.
- 3.5.2 Contractor shall be responsible for vending reader acquisition, installation, and repair costs incurred (1) to connect vending multi-function card readers and (2) to maintain the functionality of such readers throughout the Contract Period of this Agreement. The type of multi-function card reading kit that will be necessary will depend on the type of vending machine that will be used and whether there are multiple prices for items in the machine.
- 3.5.3 Contractor shall be responsible for removing vending Carolina Card readers when repair and/or replacement is necessary. All activities related to the vending Carolina Card readers must be coordinated with the University's Carolina Card Office. These Carolina Card vending machines will have the capability to accept both cash and Carolina Card purchases.
- 3.5.4 If this Agreement is terminated prior to its normal expiration for a reason other than cause, the University will pay Contractor the unamortized amount of investment for the Carolina Card reading equipment and the multi-function card readers based on a straight line 7-year depreciation if Contractor does not choose to take the equipment to use at another account. If the University pays any part of the unamortized investment, it will then have title to that equipment and Contractor will relinquish it to the University prior to removing its vending machines from the campus.

3.6 Card Reader Requirements by Campus

The Contractor shall be responsible for providing vending multi-function card readers on all vending machines designated by the University as indicated below. The University reserves the right to adjust the location of the multi-function card readers at any time during the contract without having to reduce the number of multi-function card readers. During the term of this contract, as new facilities are constructed, the University reserves the right to require new machines to be located in these new buildings, and to require that these machines be equipped with multi-function card readers.

3.6.1 COLUMBIA CAMPUS

The Contractor will be responsible for ensuring that all machines that have multi-function card readers currently will continue to have multi-function card readers. The Contractor will also be responsible for removing multi-function card readers when repair and/or replacement is necessary. Contractor must maintain in their inventory a minimum of two (2) spare working multi-function card readers available for immediate replacement of non-working readers. All activities related to the vending multi-function card readers must be coordinated with the University's Carolina Card Office.

3.6.2 BEAUFORT CAMPUS

The Beaufort Campus of the University of South Carolina will implement the use of the Carolina Card reader on its machines. The campus has two (2) 12oz can machines and five (5) 20 oz bottle machines currently, and the Contractor must be prepared to install card readers on any or all of these as requested by the Beaufort Campus.

3.6.3 LANCASTER CAMPUS

The Lancaster Campus of the University of South Carolina has three (3) 12oz can machines, six (6) 20oz bottle machines and 1 Powerade machine. The Lancaster Campus currently does not have Carolina Card readers on its machines because its students didn't use this payment option as much the campus

anticipated. However, the campus has the option to request that card readers be installed by the contractor on its machines if USC Lancaster's needs change during the term of the contract.

3.6.4 UNION CAMPUS

The Union Campus of the University of South Carolina will implement the use of the CarolinaCard readers on its machines. The campus has two (2) 20 oz bottle machines currently, and the Contractor must be prepared to install card readers on any or all of these as requested by the Union campus.

3.6.5 The University will be responsible for providing all communication lines that may be required to directly link specified vending machines with the University's debit card computer system. The University will provide and assure the validity of all student identification cards used to make purchases from the vending machines.

3.6.6 The University will provide monthly reports of all Carolina Card only sales by machines for each machine equipped with a compatible Carolina Card only card reader.

3.7 Product Specifications and Requirements

3.7.1 The Contractor must, at all times, maintain an ample and fresh stock of all products dispensed and sold in the vending machines.

3.7.2 The University and the Contractor will mutually agree upon the flavors and types of products to be vended on campus. However, the University can direct the sale of any product to cease if it, in its sole discretion, determines that the sale of such product poses a threat to the health or well being of the students, faculty, staff or visitors to the campus.

3.7.3 If required by the University, the Contractor must remove products or flavors which the University does not find desirable to have vended on its campus.

3.7.4 If required by the University, the Contractor must furnish additional products or flavors in the vending machines as customer demands change and new products become available.

3.8 Product Pricing

At the beginning of the contract term, pricing for products offered in campus vending machines cannot exceed the following: \$1.25 for 20 oz. bottles; \$.75 for 12 oz. cans; \$1.50 for 15.2 oz. (or larger) juice; \$1.50 for 20 oz. Sports Drinks; and \$2.50 for Energy Drinks. Prices can be increased during the term of the contract with prior written approval of the University. In the event of change in sizes of containers, the University must approve associated pricing.

3.9 Personnel and Service Requirements

3.9.1 The Contractor must service and stock the vending machines according to a schedule which ensures that the vending machines do not become empty of any of the products or have products in them which have expired. The Contractor must adjust the vending schedule as necessary to accommodate both slow traffic times and increased traffic times, based on the University's schedule, to maximize sales and minimize shrinkage.

3.9.2 **The Contractor must have trained, competent repair persons available within twenty-four (24) hours to make repairs to the vending machines as needed. The Contractor must provide a name and a telephone number to serve as a central point of contact for the University in reporting service problems. If the repair cannot be completed within this time frame, the Contractor must e-mail the University's designee to make him/her aware of the circumstances that prevent the repair from being done within a 24 hour timeframe.**

3.9.3 The Contractor must provide trained, experienced route service/sales personnel to service the vending machines. Such personnel must have relevant knowledge, skills, and abilities to provide effective and efficient vending machine service.

3.9.4 All employees of the Contractor working on University premises must meet the standards of conduct, appearance, service and integrity established by the University. The Contractor's employees must be courteous to all people encountered while on University premises.

- 3.9.5 While on University premises, the Contractor's personnel must wear uniforms and have name badges or similar identification that distinguishes them as employees of the Contractor. Contractor vehicles should also be clearly identifiable as belonging to the Contractor, i.e., company name, logo, etc. The Contractor's vehicles and those of their employees working on campus, must be registered with Parking and Vehicle Services. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Tickets and Towing will be at the Contractor's expense.
- 3.9.6 The Contractor's personnel shall only be allowed access to student floors of the University's residence halls according to University Housing guidelines and regulations. University employees may need to escort contract personnel in some residence halls.
- 3.9.7 The Contractor shall be responsible for refunds to individual customers who insert money in a vending machine and receive no product in return, or receive an expired product. The University will handle the refund process by issuing a credit to the Carolina Card in all cases where the customer has a valid CarolinaCard. In those instances where there is no CarolinaCard available to credit, the refund will be made by the CarolinaCard Office in cash. In both cases, the amount either credited to the CarolinaCard or refunded in cash will be offset against the amount owed the Contractor by the CarolinaCard Office for card sales when the next payment is made to the Contractor. Credit card/debit card purchases must be disputed with the financial institution issuing the credit card/debit card. The Contractor must post instructions for these refund procedures and/or reporting of malfunctions on each vending machine. The University must approve the notice outlining the refund procedures before they are posted on the machines.
- 3.9.8 The Contractor must at all times keep the vending machines and adjacent areas as free from materials, debris and trash as is practicable. The Contractor shall be responsible for promptly removing trash produced as a result of the services required by the contract and must maintain vending machines to meet standards of health and sanitation required by federal, city and/or state law or regulation. In addition, the Contractor must maximize sanitation and cleanliness in the vending area and inside the vending machines.
- 3.9.9 The Contractor shall be solely responsible for ensuring a pest-free environment inside all vending machines covered by the contract. The Contractor must provide to the University on a regular basis, but not less than twice per contract year, documentation of the pest control measures employed by the Contractor. Such documentation must be deemed acceptable by the University.
- 3.9.10 The Contractor will require all their employees to have personal hygiene standards that conform with all Federal, State and local laws.

3.10 Temporary Suspension

The Contractor understands and agrees that the University shall not be responsible for any loss to the Contractor due to the temporary suspension of one or more vending machines, regardless of the cause, including, but not limited to, mechanical failure of equipment, power failure, weather conditions, force majeure, riots or civil commotion. The University shall also not be responsible for any loss for days the University is closed (University holidays, snow days, etc.)

3.11 Payment and Reporting Requirements

- 3.11.1 Commission payments for Columbia Campus
The Contractor understands and agrees that the annual amount paid to the University relative to sales made under the terms of the contract will not be less than the guaranteed minimum annual amount of its offer or 78% of all revenue produced by its sales through the machine spaces that is awarded, whichever is higher. The Contractor understands and agrees that the guaranteed minimum annual amount shall be exclusive of any late payment fees and any other payment to the University required by the contract.
- 3.11.2 On a calendar month basis, the Contractor shall return to the University an amount equaling or exceeding one-twelfth of its annual guaranteed commission. The Contractor shall be responsible for payment of all sales tax.
- 3.11.3 The appropriate commission payment shall be in the form of an electronic transfer to a University account which number will be provided to the Contractor prior to beginning the contract, and this amount shall be electronically transferred to the University on or before the fifteenth (15th) day of each month for vending sales during the preceding month.

- 3.11.4 The Contractor shall understand and agree that the University will be financially damaged if it does not receive the appropriate commission payment within the time frame specified above. Therefore, the Contractor shall pay damages to the University in the amount of one-half percent (½%) per day of the total commission payment due for the reporting period. Such damages shall be payable for each day that the commission payment is late.
- 3.11.5 The Contractor must include with the monthly commission payment a detailed report of sales by vending machine and product category, to include the breakdown of cash sales vs. Carolina Card sales for each machine for the reporting period. The report must be emailed to the University within fifteen (15) days after the end of each month at an address to be provided in the contract. The format of such report must be approved by the University.
- 3.11.6 Any usage of CarolinaCash at any campus that has Carolina Card readers installed on machines will incur a 3% fee. CarolinaCard sales will also be tracked by the CarolinaCard Office. The University will reimburse the Contractor for the amount of such sales in totality by month end. Any cash/CarolinaCash refunds processed in the Columbia CarolinaCard office will need to be reimbursed with the current month's commissions and also include the 3% campus wide fee. The amount of the refunds issued and the 3% CarolinaCard fee will be provided to the Contractor at month end for inclusion into the commission check.
- 3.11.7 The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University. The Contractor shall provide complete monthly and academic year reports of beverage sales and financial transactions. Report data shall include but not be limited to:
- Commissions and guaranteed revenues
 - Gross sales, net sales and commission derived for each vending machine
 - Building location of machines and product sold at that location
 - Selling prices of products
 - Volume and prices of product sold
- 3.11.8 The Contractor shall maintain complete and accurate records of all beverage sales and financial transactions in accordance with accepted industry accounting standards and shall keep all such financial records and statements pertaining to the operations at the university for a period of **seven (7)** years from the close of each year's operation. The university, or a designated representative, reserves the right to audit the Contractor's financial and operational records annually or more frequently if required.
- 3.11.9 If in any year of the contract, 78% of annual sales exceed the guaranteed commission amounts, the Contractor must promptly remit to the University the additional amount that is due to it as described in SubSection 3.11.1. Such payment shall be due on July 15th of each contract year after the first full year of the contract term.
- 3.11.10 The Contractor will be required to provide up to 400 cases of donated products per year for use in Student and Campus related activities on the Columbia Campus. The timing and composition of the products requested will be in the sole discretion of the Columbia Campus.
- 3.11.11 The University is not interested in any methods of compensation or payment other than those described above with the exception of the donated product requirement of 400 cases per year for the Columbia Campus.
- 3.11.12 Bonus prizes, giveaways, one time gifts, etc. will not be considered as acceptable payment methods when reviewing the offers.
- 3.11.13 Commission payments for other campuses will be based upon the percentage of sales included in the bidding schedule for each campus. These amounts will be paid monthly to those campuses.

3.12 Inspection and Audit Requirements

- 3.12.1 The Contractor shall agree that on any business day the University may request that the Contractor, or one

of the Contractor's representatives, appear at a specified location and open any or all vending machines and permit the University and/or its designee to count and determine the amount of money in any or all vending machines.

- 3.12.2 The Contractor shall agree that the University and/or its designee may audit, examine, and copy any and all books, records, and information relating to the operation of the vending machines at the University. The Contractor shall keep and maintain all records for a minimum of **seven (7)** years following contract expiration/termination/cancellation, or until audited by the University, whichever occurs first.

3.13 Contractor Relationship

- 3.13.1 The relationship of the Contractor to the University shall be that of an independent Contractor, and nothing contained herein shall be construed to create an agency relationship on the part of the Contractor.
- 3.13.2 Employees of the Contractor, while engaged in the performance of any work or services required by the contract, shall not be considered employees of either the University or the State of South Carolina.
- 3.13.3 The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the University, its agents and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 3.13.4 The Contractor shall be responsible for the acts and omissions of all the Contractor's employees, subcontractors, subcontractor's employees, agents, agent's employees and all other persons providing service or supplies associated with the contract.
- 3.13.5 Personnel issues associated with the Contractor's employees shall be the Contractor's sole responsibility. The Contractor must comply with all applicable governmental regulations related to the employment and payment of the Contractor's employees.
- 3.13.6 The Contractor understands and agrees that the University shall have no direct control over employees of the Contractor. Any provision for such control shall be exercised only through the Contractor or the Contractor's designated representative.

3.14 Termination Rights and Requirements

The Contractor shall agree that any breach of contract duties or failure by the Contractor to perform contract duties as set forth herein shall entitle the University to perform either or both of the following, as deemed in its best interests.

The University may terminate the contract by providing the Contractor with a written notice of such termination. Prior to issuing such a notice, if appropriate, the University shall provide the Contractor with one (1) opportunity to cure the breach within a reasonable period of time. Should the University exercise its right to cancel the contract, the cancellation shall become effective on the date specified in the notice of cancellation sent to the Contractor.

The University shall recover from the Contractor all lost profits or, when lost profits cannot be determined with certainty, the University shall recover from the Contractor an amount equal to the commission earned in the previous year's operation during the time period affected by the Contractor's breach or failure to perform.

Termination

The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving the Contractor written notice of such termination at least sixty (60) calendar days prior to the effective date of termination. Termination of the contract shall not affect the right of either party to any sums owing or owed as of the date of termination. If the termination is for a reason other than for cause, the University will reimburse the Contractor for the unamortized amount for the investment made in purchasing the card readers on the machines that are required to be equipped with card readers if this equipment cannot be utilized on other accounts. Any equipment on which the University pays the unamortized investment will become the property of the University upon payment being made to the Contractor. This cost of the card readers will be amortized on a straight line basis for the 7 year term of the contract.

3.15 Subcontractors

- 3.15.1 The Contractor shall be responsible for the acts and performance of any subContractor utilized to fulfill the contractual obligations. The Contractor shall be solely responsible for payment to all subContractors and suppliers.
- 3.15.2 All services provided for the Contractor by a subContractor shall be pursuant to an appropriate agreement between the Contractor and subContractor. Such agreement must contain provisions which preserve and protect the rights of the University and which require that services be performed in accordance with the requirements of the contract between the University and the Contractor.
- 3.15.3 The Contractor is advised that any proposed sub-contractual agreement shall be subject to review and approval by the University.

3.16 Transition Requirements

- 3.16.1 If there is a change of vendors resulting from this contract award, the current Contractor must present a written transition plan for removal of machines for approval to the University. The Contractor must present a written transition plan for installation of machines for approval to the University. The Contractor must also guarantee that all machines will be operating in each location as specified within the first fifteen (15) days of the contract.
- 3.16.2 At the initial effective date of the contract, the Contractor shall work with the University and any other organizations designated by the University to ensure an orderly transition of vending machine services and responsibilities under the contract to ensure the continuity of those services required by the University if a transition is required.
- 3.16.3 Upon expiration, termination, or cancellation of the contract, if requested by the University in writing, the Contractor shall assist the University to ensure an orderly transfer of vending machine services as required under the terms of the contract to an organization designated by the University.

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MAR 2015)

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

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006)

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

PROPOSAL CONTENTS

To be considered for award, all proposals should include, at a minimum, the following information. All information should be presented in the order listed.

1. Executive Summary describing offerors experience in the drink vending business. List all current University accounts of a similar size to this account and indicate annual vending revenue under each contract. List all current customers and sales. **(Exhibit A)**
2. Offeror's Financial Offer **(Exhibits B-E, Pricing Sheet for each campus)**
3. Offeror's Products and Product Price List **(Exhibit F)**

4. Offeror's Strategy for Increasing Revenue on each campus and increasing the quantity of healthier drinks offered on each campus. **(Exhibit G)**

PROPOSALS MUST COMPLY WITH REQUIRED MINIMUM ANNUAL GUARANTEE AMOUNTS FOR EACH OF THE CAMPUSES INCLUDED IN THIS RFP.

Exhibits B through E require commissions to be offered on an individual campus basis and based upon an award that includes all campuses listed in the Exhibits. The University will determine after reviewing each proposal whether to award a single contract for all campuses listed, to make separate awards, or a combination thereof, based upon the proposal deemed most advantageous, as determined through the evaluation process, for each campus.

MINORITY PARTICIPATION (JAN 2006)

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subContractor? Yes No

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subContractor? Yes No

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

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

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

SUBMITTING REDACTED OFFERS (MAR 2015)

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

V. Qualifications

QUALIFICATION OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor

business, including any facts arising prior to the date a business was established, and/or (ii) any subContractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

NOTE: The University reserves the right to contact Offeror's references.

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015)

Submit the following information or documentation for you and for any subContractor (at any tier level) that you identify pursuant to the clause titled SubContractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-2]

SUBCONTRACTOR – IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subContractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subContractors. [05-5030-2]

SPECIAL QUALIFICATION

Offerors must have successfully performed at least five (5) vending contracts of a similar size to this contract in terms of numbers of machines and annual gross revenues for a period of two (2) years each. Information about these accounts including the number of vending machines and annual gross revenue and a contact person for references on the performance of the contract must be included in Offeror's proposal (See Exhibit A in Section IX of the solicitation).

VI. Award Criteria

AWARD

The contract may be awarded to a single offeror for all campuses or the award may be made on a campus by campus basis to different offerors as determined in the sole discretion of the University campuses that are covered by Subsection 3.0 Scope of Contract in Section III Scope of Work / Specifications of the solicitation. **The University will determine on a campus by campus basis whether it is more economically beneficial to award in conjunction with the Columbia campus award or to award to the system campuses on a separate basis.**

Any contract awarded from this solicitation will be made only by written authorization from the University's Purchasing Office (i.e. Procurement Officer for this solicitation) and shall be subject to approval by the University's Board of Trustees. **The University reserves the right to not award a contract from this solicitation if deemed in the best interests of the University.**

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. [06-6030-1]

EVALUATION FACTORS – PROPOSALS (JAN 2006)

Offers will be evaluated by the evaluation committee members using only the factors stated below. 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.

- 1. Offeror's Financial Offer**
- 2. Offeror's Strategy for Increasing Revenue**
- 3. Offeror's Previous Experience**

The Offeror whose proposal is ranked most advantageous is the highest ranked offeror.

ORAL PRESENTATIONS

Acceptable Offerors (i.e. offers that are reasonably susceptible of being selected for award) and all of the Potentially Acceptable Offerors (i.e. offers that are reasonably susceptible of being made acceptable through discussions with the offerors) may or may not be requested to make oral presentations of their proposals to the University of South Carolina evaluation committee. If requested, such presentations would be conducted prior to final ranking and provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding. Any costs of participating in such presentations will be borne solely by Offeror and will not be reimbursed by the University.

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015)

Submit your best terms from both a price and 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 without prior notice. 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. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. 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). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

VII. Terms and Conditions - A. General

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina,

except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

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

DISPUTES (JAN 2006)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

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]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT & INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006)

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after

delivery shall be paid by the State. It shall be solely the State's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to Contractor, Contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006)

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

VII. Terms and Conditions - B. Special

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015)

(a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate.

(b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State.

(c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subContractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006)

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

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

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

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

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

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

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

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

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

(b) Coverage shall be at least as broad as:

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

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

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

Insurance Requirements: The successful offeror(s) must provide a copy of its liability within ten (10) days upon the posting of the intent to award or statement of award and on each contract anniversary date thereafter attesting to such insurance coverage.

Business Interruption Insurance

The Contractor should also have and maintain Business Interruption insurance to cover monthly payments to the University during closed periods caused by damage or other loss which prevents the Contractor from conducting business. If the Contractor fails to maintain such insurance, the Contractor shall be solely responsible for paying all amounts owed to the University under the terms of the contract, regardless of whether or not the Contractor was able to conduct business

Written evidence of the required insurance coverage must be submitted before or upon award of the contract; any time insurance coverage is changed, renewed and/or updated; and with each contract renewal. Such policy(ies) shall name the Board of Trustees of the University of South Carolina, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.

The Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

Notwithstanding any other provision of the contract to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity, or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Trustees, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Trustees, officers or employees may be obligated to pay as damages. The Contractor shall cause all policies of insurance related to this RFP to be endorsed in accord with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in the South Carolina Tort Claims Act.

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006)

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

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ESTIMATED QUANTITY - UNKNOWN (JAN 2006): The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

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/>

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subContractors or sub-subContractors; or (b) that you and your subContractors or sub-subContractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subContractors language requiring your subContractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subContractors language requiring the sub-subContractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of Contractor, its subContractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, 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]

INDEMNIFICATION - INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, Contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, Contractor shall apply security controls when the Contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subContractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subContractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that Contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term “compromise” includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subContractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor’s performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)

Notwithstanding any other provisions, Contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subContractors at any tier. [07-7B106-1]

INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor’s use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is

material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) *Legal mandates.* Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) *Flow down.* Any reference in this clause to Contractor also includes any subContractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that Contractor authorizes to take action related to government information.

(d) *Collecting Information.* Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) *Rights, Disclosure and Use.* Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subContractors). Before disclosing government information to a subContractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) *Return.* Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws.* Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) *Actions Following Disclosure.* Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse using governmental unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, Contractor's obligations pursuant to this item (h) are without limitation.

(i) *Survival & Remedy.* All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the using governmental unit may have, and notwithstanding any other term of this contract, Contractor agrees that using governmental unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the using governmental unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)

To the extent applicable:

(a) Breach of security of state agency data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the Using Governmental Unit is not a licensee.

(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

LICENSES AND PERMITS (JAN 2006)

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

OWNERSHIP OF DATA & MATERIALS (JAN 2006)

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006)

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

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

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

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

(d) in such other manner as the parties may mutually agree; or,

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

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

[07-7B160-1]

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

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends Contractor notice rejecting the requested price increase. [07-7B165-1]

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

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

[07-7B170-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to Contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with Contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for seven (7) years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by

11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

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.

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

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

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, Contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide Contractors an opportunity to market additional products and services; accordingly, in performing the work, Contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to Contractor in items (a) or (b) also includes any subContractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that Contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is One Year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (JAN 2015)

(a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of One 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 be 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;

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

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

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

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

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Please refer to the Offeror's Financial Offer item of the Proposal Contents clause in Section IV. Information for Offerors to Submit of the Solicitation.

IX. ATTACHMENTS TO SOLICITATION

1. Important Tax Notice – Nonresidents Only
2. State of SC Department of Revenue Nonresident Taxpayer Registration Affidavit
Income Tax Withholding (I-312)
3. Offeror’s Checklist
4. Attachment 1 – Drink Vending Machines – Columbia Campus
5. Attachment 2 – Link to the Columbia Campus Map
6. Attachment 3 – Specification for CBORD Online Vending
7. Attachment 4 – Map indicating Option 1 and Option 2 Designations
8. Attachment 5 – Sales by Flavor and Size
9. Exhibits A-G

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

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

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



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

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

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

- 1. Name of Nonresident Taxpayer: _____
- 2. Trade Name, if applicable (Doing Business As): _____
- 3. Mailing Address: _____
- 4. Federal Identification Number: _____
- 5. Hiring or Contracting with: _____
 Name: _____
 Address: _____

- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____

- Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with **(check the appropriate box):**

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

Date of Registration: _____

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

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

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

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

(Seal)

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

Date

If Corporate officer
state title:

(Name - Please Print)

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

OFFEROR'S CHECKLIST
AVOID COMMON BID/PROPOSAL MISTAKES

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

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

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| Cust # | Location - Customer | Address | Specific Location | USC Bid | Machine |
|---------|-----------------------------|---------------------|--------------------------|---------|-------------------|
| 8551094 | Academic Enrichment Center | 1320 Heyward Street | 2nd floor student lounge | AEC-01 | Coke |
| 8488123 | USC 1600 HAMPTON STREET-1 | 1600 HAMPTON ST | OUTSIDE CAFE | HS-02 | Coke |
| 8488173 | USC 1600 HAMPTON STREET-1 | 1600 HAMPTON ST | POST OFFICE BR | HS-04 | Coke |
| 8488172 | USC 1600 HAMPTON STREET-4 | 1600 HAMPTON ST | ROOM 408 | HS-05 | Coke |
| 8488169 | USC 1600 HAMPTON STREET-7 | 1600 HAMPTON ST | OUTSIDE ROOM 702 | HS-06 | Coke |
| 8488170 | USC 1600 HAMPTON STREET-B | 1600 HAMPTON ST | ROOM 001 PRESS ROOM | HS-01 | Coke |
| 8487730 | USC ADVANCE SOLUTIONS GROUP | 730 DEVINE ST | KITCHEN AREA-USC DEV | 730D-1 | Coke |
| 8540259 | USC BAND AND MUSIC BUILDING | 324 Sumter Street | Band level | BAND-02 | Multi/Glass Front |
| 8487797 | USC BARNWELL-2-BR-01 | 1512 PENDELTON ST | STUDENT FACULTY L | BR-02 | Coke |
| 8487798 | USC BARNWELL-2-BR-02 | 1512 PENDELTON ST | STUDENT FACULTY L | BR-01 | Coke can |
| 8488011 | USC BATES HOUSE-1-BATE-01 | 1423 WHALEY ST | REC ROOM-USC BATES H | BATE-01 | Coke |
| 8488016 | USC BATES HOUSE-1-BATE-02 | 1423 WHALEY ST | REC ROOM-USC BATES H | BATE-02 | Full Throttle |
| 8488018 | USC BATES HOUSE-1-BATE-03 | 1423 WHALEY ST | REC ROOM-USC BATES H | BATE-03 | Coke can |
| 8488014 | USC BATES HOUSE-1-BATE-04 | 1423 WHALEY ST | REC ROOM-US BATES HO | BATE-04 | Powerade |
| 8488012 | USC BATES HOUSE-1-BATE-05 | 1423 WHALEY ST | REC ROOM-USC USC BAT | BATE-05 | Coke |
| 8488027 | USC BATES WEST-1-BAWT-01 | 1405 WHALEY ST | LOBBY-USC BATES WEST | BAWT-02 | Coke |
| 8488029 | USC BATES WEST-1-BAWT-02 | 1405 WHALEY ST | LOBBY-USC BATES WEST | BAWT-01 | Coke |
| 8551660 | USC BIO MASS ENERGY | 1220 Catawba Street | Outside Control Office | BIOM-01 | Coke |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| Cust # | USC BLATT PE CTR-1-BPEC-01 | 1300 WHEAT ST | LOBBY | BPEC-02 | Coke |
|---------|------------------------------|-----------------|-----------------------------|---------|------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bid | Machine |
| 8562426 | USC BLOSSOM GARAGE | 1300 Blossom ST | Bridge level on 6th floor | BPKG-01 | coke |
| 8487800 | USC BOOKER T WASHINGTON | 1400 WHEAT ST | LOBBY THEATRE DEPT | BTWA-01 | Coke |
| 8487799 | USC BULL ST GARAGE-1-BSPG-01 | 611 BULL ST | LEVEL 4 ENTRANCE | BSPG-01 | Coke |
| 8545333 | USC BULL ST GARAGE-1-BSPG-03 | 611 BULL ST | LEVEL 4 STAFF EXIT | BSPG-03 | Coke |
| 8520782 | USC BUSINESS ADMIN | 1705 COLLEGE ST | CAFETERIA-USC BUSINE | BA-14 | Vitamin Water |
| 8487788 | USC BUSINESS ADMIN-B-BA-01 | 1705 COLLEGE ST | CAFETERIA | BA-06 | Coke Glass Front |
| 8487791 | USC BUSINESS ADMIN-B-BA-02 | 1705 COLLEGE ST | CAFETERIA | BA-04 | Coke Glass Front |
| 8487793 | USC BUSINESS ADMIN-B-BA-03 | 1705 COLLEGE ST | CAFETERIA | BA-03 | Coke Glass Front |
| 8487794 | USC BUSINESS ADMIN-B-BA-04 | 1705 COLLEGE ST | CAFETERIA-USC BUSS A | BA-05 | Coke Glass Front |
| 8545349 | USC BUSINESS ADMIN-B-BA-06 | 1705 COLLEGE ST | CAFETERIA-USC BUSS A | BA-16 | Coke Glass Front |
| 8488007 | USC BUSINESS ADMIN-B-BA-07 | 1705 COLLEGE ST | CAFETERIA-USC BUSINE | BA-02 | Coke can |
| 8487801 | USC BYRNES CTR-B-BYRN-01 | 901 SUMTER ST | BASEMENT CANTEEN | BYRN-01 | Coke |
| 8520781 | USC CAPSTONE B | 902 BARNWELL ST | BASEMENT HALLWAY | CAPS-14 | Vitamin Water |
| 8487809 | USC CAPSTONE B-CAPS-02 | 902 BARNWELL ST | BASEMENT HALLWAY | CAPS-02 | Coke |
| 8528989 | USC CAPSTONE LOBBY | 902 BARNWELL ST | Lobby on rightside | CAPS-15 | Coke |
| 8529082 | USC CAROLINA COLISEUM | 701 ASSEMBLY ST | LEFT ELEPHANT RM, near M114 | COL-15 | Coke |
| 8487758 | USC CAROLINA COLISEUM | 701 ASSEMBLY ST | CAFETERIA | COL-05 | Coke |
| 8487761 | USC CAROLINA COLISEUM-2 | 701 ASSEMBLY ST | CAFETERIA | COL-02 | Full Throttle |
| 8487892 | USC CAROLINA COLISEUM-2 | 701 ASSEMBLY ST | CAFETERIA | COL-03 | Coke |
| 8545348 | USC CAROLINA COLISEUM-2 | 701 ASSEMBLY ST | ASSEMBLY STREET EXIT | COL-01 | Coke Glass Front |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| 8487950 | USC CAROLINA COLISEUM-B | 701 ASSEMBLY ST | Bus Stop Cage | COL-07 | Coke |
|---------|----------------------------------|------------------|--------------------------------|----------|------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bld | Machine |
| 8487763 | USC CAROLINA COLISEUM-B | 701 ASSEMBLY ST | OUTSIDE BUSINESS OFFICE | COL-09 | Coke |
| 8564023 | USC CLIFF APTS | 1321 WHALEY ST | 3rd floor study room | CAPT-02 | Coke can |
| 8520779 | USC COKER LIFE SCIENCES | 715 SUMTER ST | LOUNGE | CLS-11 | Vitamin Water |
| 8545337 | USC COKER LIFE SCIENCES | 715 SUMTER ST | LOUNGE | CLS-01 | Coke Glass Front |
| 8545336 | USC COKER LIFE SCIENCES | 715 SUMTER ST | LOUNGE | CLS-02 | Coke Glass Front |
| 8545347 | USC COKER LIFE SCIENCES | 715 SUMTER ST | LOUNGE | CLS-03 | Coke Glass Front |
| 8548504 | USC COKER LIFE SCIENCES | 715 SUMTER ST | LOUNGE | CLS-12 | Coke Glass Front |
| 8487766 | USC COLUMBIA HALL | 918 BARNWELL ST | LOBBY | COLH-03 | Coke |
| 8522844 | USC COLUMBIA HALL | 918 BARNWELL ST | LOBBY | COLH-10 | Vitamin Water |
| 8487768 | USC COLUMBIA HALL-B | 918 BARNWELL ST | BASEMENT HALLWAY | COLH-02 | Coke |
| 8487810 | USC CURRELL COLLEGE-2 | 1305 GREENE ST | UPSTAIRS LOBBY | CU-01 | Coke |
| 8561444 | USC DISCOVERY PLACE GARAGE | 821 Park Street | Main entrance on the exit side | DPPKG-01 | Coke |
| 8487827 | USC EAST QUADRANGLE-Blatt side | 1400 BLOSSOM ST | SIDE ENTRY WAY RIGHT | EQDD-01 | Coke |
| 8487829 | USC EAST QUADRANGLE-Blossom side | 1400 BLOSSOM ST | SIDE ENTRY WAY LEFT | EQDD-02 | Coke |
| 8487726 | USC ENGINEERING 1 300M 01 | 300 MAIN ST | 1ST FLOOR CANTEEN-US | 300M-02 | Coke |
| 8487727 | USC ENGINEERING 1-300M-02 | 300 MAIN ST | 1ST FLOOR CANTEEN | 300M-01 | Powerade |
| 8487832 | USC FAC MANAGEMENT | 743 GREENE ST | BREAK AREA BACK WALL | FACC-01 | Coke |
| 8487721 | USC FINANCIAL AID OF B | 1714 COLLEGE ST | BASEMENT HALLWAY-USC | FINA-01 | Coke |
| 8487836 | USC GAMBRELL HALL | 817 HENDERSON ST | CANTEEN-ROOM 103 | GAMB-04 | Coke Glass Front |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| Cust # | USC GAMBRELL HALL | 817 HENDERSON ST | CANTEEN-ROOM 103 | GAMB-05 | Coke Glass Front |
|---------|----------------------------------|---------------------|------------------------|---------|------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bld | Machine |
| 8487848 | USC GAMBRELL HALL | 817 HENDERSON ST | CANTEEN-ROOM 103 | GAMB-05 | Coke Glass Front |
| 8487856 | USC GAMBRELL HALL | 817 HENDERSON ST | CANTEEN-ROOM 103 | GAMB-03 | Coke Glass Front |
| 8487948 | USC GAMBRELL HALL | 817 HENDERSON ST | CANTEEN-ROOM 103 | GAMB-01 | Coke can |
| 8488107 | USC GRADUATE SCIENCE RESEARCH | 631 SUMTER ST | INSID FRONT DOOR | GSRC-01 | Coke |
| 8545582 | USC HONORS DORM | 1215 Blossom Street | CANTEEN- BY Laundry | HON-03 | Coke Glass Front |
| 8545583 | USC HONORS DORM | 1215 Blossom Street | CANTEEN- BY Laundry | HON-04 | Vitamin Water |
| 8492696 | USC J WELSH HUMANITIES | 1620 COLLEGE ST | 2ND FL | JWHU-01 | Coke can |
| 8559723 | USC J WELSH HUMANITIES | 1620 COLLEGE ST | 1st FL | JWHU-03 | Coke |
| 8487995 | USC JONES PHYSICAL SCIENCE-B | 712 MAIN ST | NEXT TO ROOM 024 | PSC-01 | Coke |
| 8488175 | USC KOGER CENTER-B | 1051 GREENE ST | NEXT TO REAR ELEVATOR | KOGE-01 | Coke |
| 8488106 | USC Landscaping Environment Svcs | 700 PENDLETON ST | BREAK AREA CLASSROOM | GMNT-01 | Coke |
| 8488180 | USC LAW CENTER-1 | 1112 GREENE ST | Back Hall by mailboxes | LAWC-02 | Coke |
| 8487985 | USC LAW CENTER-B | 1112 GREENE ST | BASEMENT-D.E.I.S | LAWC-04 | Coke |
| 8488205 | USC LECONTE COLLEGE | 1523 GREENE ST | HALLWAY 3rd floor | LC-01 | Coke |
| 8539580 | USC LECONTE COLLEGE | 1523 GREENE ST | ROOM 105 | LC-04 | Coke |
| 8488210 | USC LEGARE PINCKNEY C | 902 SUMTER ACCESS | LAUNDRY ROOM | LGP-01 | Coke |
| 8488222 | USC MAXCY COLLEGE-B | 1332 PENDLETON ST | KITCHEN - Basement | MAX-01 | coke |
| 8488228 | USC MAXCY COLLEGE-B | 1332 PENDLETON ST | KITCHEN - Basement | MAX-02 | Coke |
| 8487955 | USC MCCLINTOCK | 720 BULL ST | LAUNDRY | MCLT-01 | Coke |
| 8487956 | USC MCMMASTER COLLEGE | 1615 SENATE ST | ROOM 106 | MM-01 | Coke |
| 8487957 | USC MCMMASTER COLLEGE | 1615 SENATE ST | ROOM 106 | MM-03 | Powerade |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| 8487959 | USC MCMASTER COLLEGE | 1615 SENATE ST | ROOM 106 | MM-02 | Coke |
|---------|--------------------------------|-----------------------|-----------------------------|----------|------------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bld | Machine |
| 8487731 | USC OSBORNE | 915 BULL ST | COPY RM@RECEPTION | ADMIN-01 | Coke |
| 8513925 | USC PEARLE LAB | 720 College St | BREAKROOM | 720C-01 | Coke |
| 8487992 | USC PENDLETON PAKING | 1501 PENDLETON ST | In Front of office | PPKG-01 | Coke |
| 8513715 | USC PETIGRU COLLEGE | 1521 GREENE ST | Front Lobby | PETG-01 | Coke |
| 8487990 | USC POLICE DEPT | 1501 SENATE ST | FRONT LOBBY | PODP-01 | Coke |
| 8487993 | USC PRESTON COLLEGE | 1323 GREENE ST | OUTSIDE LAUNDRY | PRT-01 | Coke |
| 8545338 | USC ROOST DORMITORY | 147 S MARION ST | NEXT TO ELEVATOR-4th flr | RDOR-03 | Coke |
| 8495906 | USC ROTC - LOUNGE | 513 PICKENS RD | LOUNGE & REAR DOOR | ROTC-01 | Coke |
| 8487786 | USC ROUNDHOUSE-Rex E. Ath Ctr | 1335 ROSEWOOD DR | 2ND FLOOR STAIRWELL | ATHC-01 | Coke can |
| 8487982 | USC RUSSELL HOUSE-2 | 1400 GREENE ST | 2ND FLOOR LOBBY | RHDU-01 | Dasani/ energy |
| 8487974 | USC RUSSELL HOUSE-2 | 1400 GREENE ST | 2ND FLOOR LOBBY | RHDU-02 | Coke Glass Front |
| 8487980 | USC RUSSELL HOUSE-B | 1400 GREENE ST | BASEMENT Next Bathrooms | RHDU-03 | Coke Glass Front |
| 8488001 | USC RUSSELL HOUSE-B | 1400 GREENE ST | BASEMENT Next Bathrooms | RHDU-04 | Multi/Fuze Glass Front |
| 8522047 | USC RUSSELL HOUSE-B | 1400 GREENE ST | BASEMENT - CarolinaCard | RHDU-07 | Coke can |
| 8493363 | USC SCHOOL OF MEDICINE-BLDG 3 | 6411 GARNERS FERRY RD | BACKSIDE DOOR, ROOM 121 | VA-07 | Coke |
| 8493365 | USC SCHOOL OF MEDICINE-BLDG 4 | 6411 GARNERS FERRY RD | OFF LOADING DOCK, BY RM B5 | VA-04 | Coke can |
| 8493362 | USC SCHOOL OF MEDICINE-BLDG 4 | 6411 GARNERS FERRY RD | OFF LOADING DOCK, BY RM B5 | VA-05 | Coke |
| 8496138 | USC SCHOOL OF MEDICINE-BREAKRM | 3555 HARDEN ST EXT | BREAK AREA BOTTOM FLOOR | CEB -02 | Coke can |
| 8496139 | USC SCHOOL OF MEDICINE-HARDEN | 3555 HARDEN ST EXT | BREAK AREA BOTTOM FLOOR | CEB -03 | Coke can |
| 8493366 | USC SCHOOL OF MEDICINE-LIBRARY | 6411 GARNERS FERRY RD | LIBRARY BASEMENT, BY RM 121 | VA-02 | Coke can |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| 8487960 | USC SCHOOL OF MUSIC | 813 ASSEMBLY ST | BASEMENT CANTEEN | MUSB-03 | Coke |
|---------|----------------------------------|-----------------|---------------------|---------|--------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bid | Machine |
| 8487961 | USC SCHOOL OF MUSIC | 813 ASSEMBLY ST | BASEMENT CANTEEN | MUSB-02 | Powerade |
| 8494062 | USC SCHOOL OF PUBLIC HEALTH | 921 ASSEMBLY ST | 1ST FLR RECYCLING | PHRC-03 | Coke |
| 8494066 | USC SCHOOL OF PUBLIC HEALTH | 921 ASSEMBLY ST | 1ST FLR RECYCLING | PHRC-02 | Coke |
| 8491596 | USC SCHOOL OF PUBLIC HEALTH (NJ) | 800 SUMTER ST | 2ND FLR BREAK AREA | HESC-01 | Coke |
| 8491374 | USC SIMS | 1501 DEVINE ST | CANTEEN | SIMS-02 | Coke |
| 8488242 | USC SOUTH QUADRANGLE | 500 SUMTER ST | ROOM 165B LAUNDRY | SQUA-02 | Coke |
| 8514348 | USC SOUTH TOWER | 614 BULL ST | LOBBY | SBT-10 | Energy Glass Front |
| 8514347 | USC SOUTH TOWER | 614 BULL ST | LOBBY | SBT-09 | Coke Glass Front |
| 8488010 | USC SOUTH TOWER-B | 614 BULL ST | VENDING ROOM | SBT-02 | Coke |
| 8488223 | USC SOUTH TOWER-B | 614 BULL ST | VENDING ROOM | SBT-01 | Powerade |
| 8488247 | USC STROM THURMOND WELLNESS | 1000 BLOSSOM ST | FRONT LOUNGE | STFC-02 | Coke Glass Front |
| 8488248 | USC STROM THURMOND WELLNESS | 1000 BLOSSOM ST | FRONT LOUNGE | STFC-04 | Powerade |
| 8488508 | USC STROM THURMOND WELLNESS | 1000 BLOSSOM ST | FRONT LOUNGE | STFC-03 | Coke |
| 8491334 | USC STROM THURMOND WELLNESS | 1000 BLOSSOM ST | FRONT LOUNGE | STFC-05 | Dasani/Minute Maid |
| 8507888 | USC STROM THURMOND WELLNESS | 1000 BLOSSOM ST | IMS Fields buidings | STFC-10 | Powerade |
| 8488249 | USC STUDENT HEALTH CTR-3-D301 | 1409 DEVINE ST | ROOM 310 | STHT-01 | Coke can |
| 8488255 | USC SUMWALT COLLEGE-2 | 1414 GREENE ST | 2ND FLOOR LOUNGE | SUM-02 | Coke can |
| 8488250 | USC SUMWALT COLLEGE-2 | 1414 GREENE ST | 2ND FLOOR LOUNGE | SUM-03 | Coke |
| 8488257 | USC SWEARINGEN ENGINEER | 315 MAIN ST | FACULTY LOUNGE 1A03 | SWGN-01 | Coke |
| 8488259 | USC SWEARINGEN ENGINEER | 315 MAIN ST | FACULTY LOUNGE 1A03 | SWGN-02 | Coke |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| 8488261 | USC SWEARINGEN ENGINEER | 315 MAIN ST | FACULTY LOUNGE 1A03 | SWGN-04 | Powerade |
|---------|------------------------------------|------------------|-------------------------|---------|---------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bld | Machine |
| 8488475 | USC SWEARINGEN ENGINEER | 315 MAIN ST | FACULTY LOUNGE 1A03 | SWGN-05 | Coke can |
| 8520784 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | MAIN FLR, PAST ELEVATOR | LIBR-15 | Vitamin Water |
| 8488215 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | MEZZANINE LOUNGE | LIBR-09 | Coke can |
| 8488490 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | 5TH FLOOR ACROSS FR | LIBR-01 | Dasani/Coke |
| 8488518 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | MAIN FLR, PAST ELEVATOR | LIBR-02 | Dasani/Coke |
| 8494063 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | MAIN FLR, PAST ELEVATOR | LIBR-03 | Full Throttle |
| 8494068 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | 5TH FLOOR | LIBR-05 | Full Throttle |
| 8495912 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | VEND AREA 3TH FLR R | LIBR-04 | Minute Maid |
| 8495914 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | VEND AREA MAIN FLOOR | LIBR-06 | Coke |
| 8505471 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | MAIN FLR, PAST ELEVATOR | LIBR-10 | Multi/Fuze |
| 8513926 | USC THOMAS COOPER LIBRARY | 1322 GREENE ST | VEND AREA 1st FLR | LIBR-14 | Coke |
| 8488264 | USC TICKET OFFICE-1-H327 | 1333 ROSEWOOD DR | KITCHEN | TICD-01 | Coke can |
| 8487805 | USC University Technology Services | 1244 BLOSSOM ST | 3RD FLR BREAK AREA | CSER-01 | Coke |
| 8525327 | USC University Technology Services | 1244 BLOSSOM ST | 3RD FLR BREAK AREA | CSER-06 | Coke can |
| 8491601 | USC University Technology Services | 1244 BLOSSOM ST | 1ST TRG FACILITY | CSER-03 | Coke |
| 8487870 | USC University Technology Svcs ANN | 514 MAIN ST | 1ST FL RM 140 | CMCT-02 | Coke |
| 8487861 | USC University Technology Svcs ANN | 514 MAIN ST | 1ST FL RM 140 | CMCT-01 | Coke can |
| 8488239 | USC WADE HAMPTON-B | 1528 GREENE ST | CANTEEN | WADE-01 | Coke |
| 8488038 | USC WARDLAW COLLEGE-2 | 820 MAIN ST | 2ND FLOOR CANTEEN | WD-02 | Coke |
| 8488039 | USC WARDLAW COLLEGE-2 | 820 MAIN ST | 2ND FLOOR CANTEEN-US | WD-03 | Coke |

Drink Vending Machines - Columbia Campus

ATTACHMENT # 1

| 8488040 | USC WARDLAW COLLEGE-2 | 820 MAIN ST | 2ND FLOOR CANTEEN-US | WD-01 | Coke can |
|---------|-------------------------|----------------|--------------------------|---------|--------------------------|
| Cust # | Location - Customer | Address | Specific Location | USC Bid | Machine |
| 8488515 | USC WEST QUAD A-1 | 435 MAIN ST | BY LAUNDRY, BOTTOM FLOOR | WQDA-01 | Coke |
| 8488501 | USC WEST QUAD C-1 | 435 MAIN ST | BY LAUNDRY, BOTTOM FLOOR | WQDC-01 | Coke |
| 8520780 | USC WILLIAMS-BRICE BLDG | 1621 GREENE ST | CANTEEN ON LEFT-USC | WMBB-06 | Vitamin Water |
| 8488042 | USC WILLIAMS-BRICE BLDG | 1621 GREENE ST | CANTEEN ON LEFT-USC | WMBB-04 | Coke Glass Front |
| 8488044 | USC WILLIAMS-BRICE BLDG | 1621 GREENE ST | CANTEEN ON LEFT-USC | WMBB-03 | Multi/Dasani Glass Front |
| 8488048 | USC WILLIAMS-BRICE BLDG | 1621 GREENE ST | CANTEEN ON LEFT-USC | WMBB-01 | Coke can |

Total # of Machines

152

ATTACHMENT 2 USC COLUMBIA CAMPUS MAP

For a map of the USC campus, please see <https://sc.edu/visit/map/>.

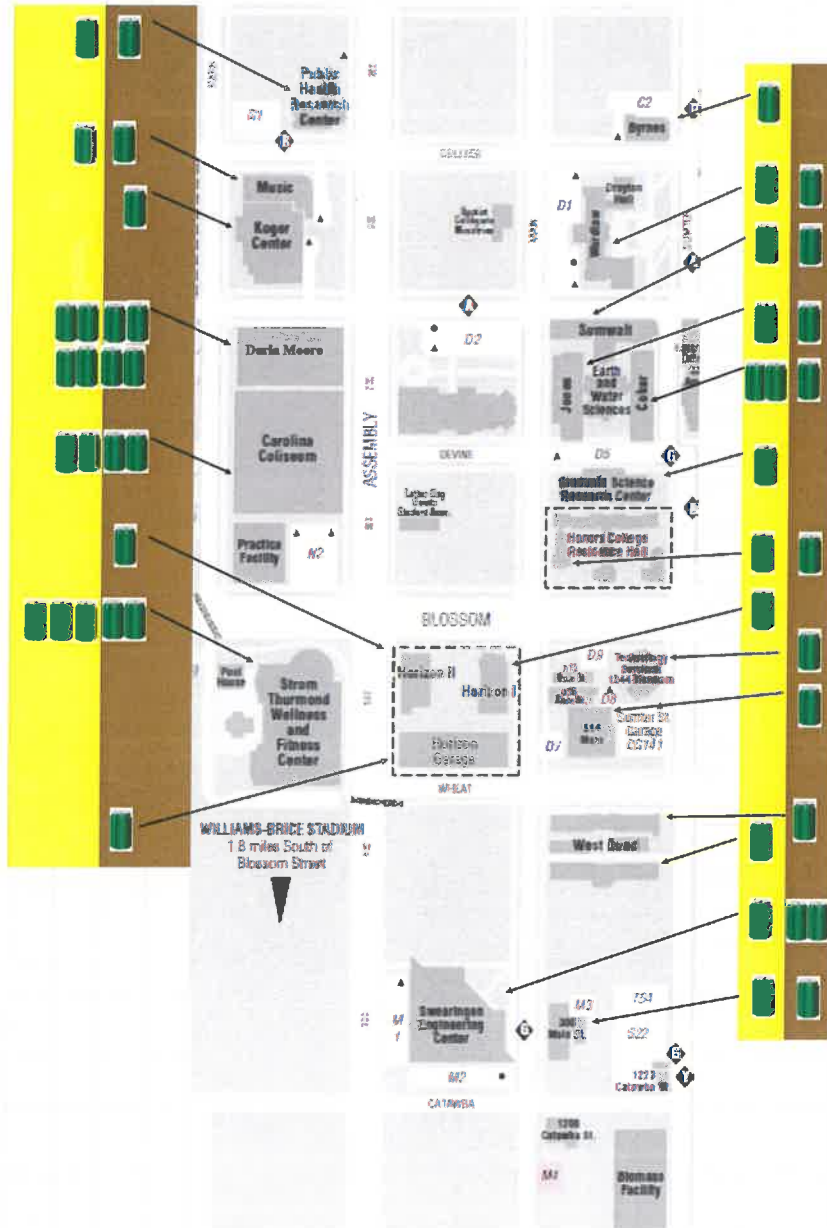
ATTACHMENT 3 - SPECIFICATIONS FOR CBORD ON-LINE VENDING

The University of South Carolina uses ICAM Vending kits. The contact person at CBORD Group Inc. is Steve Gresham. All information about card reader equipment should be verified through his office at 804-564-5314.

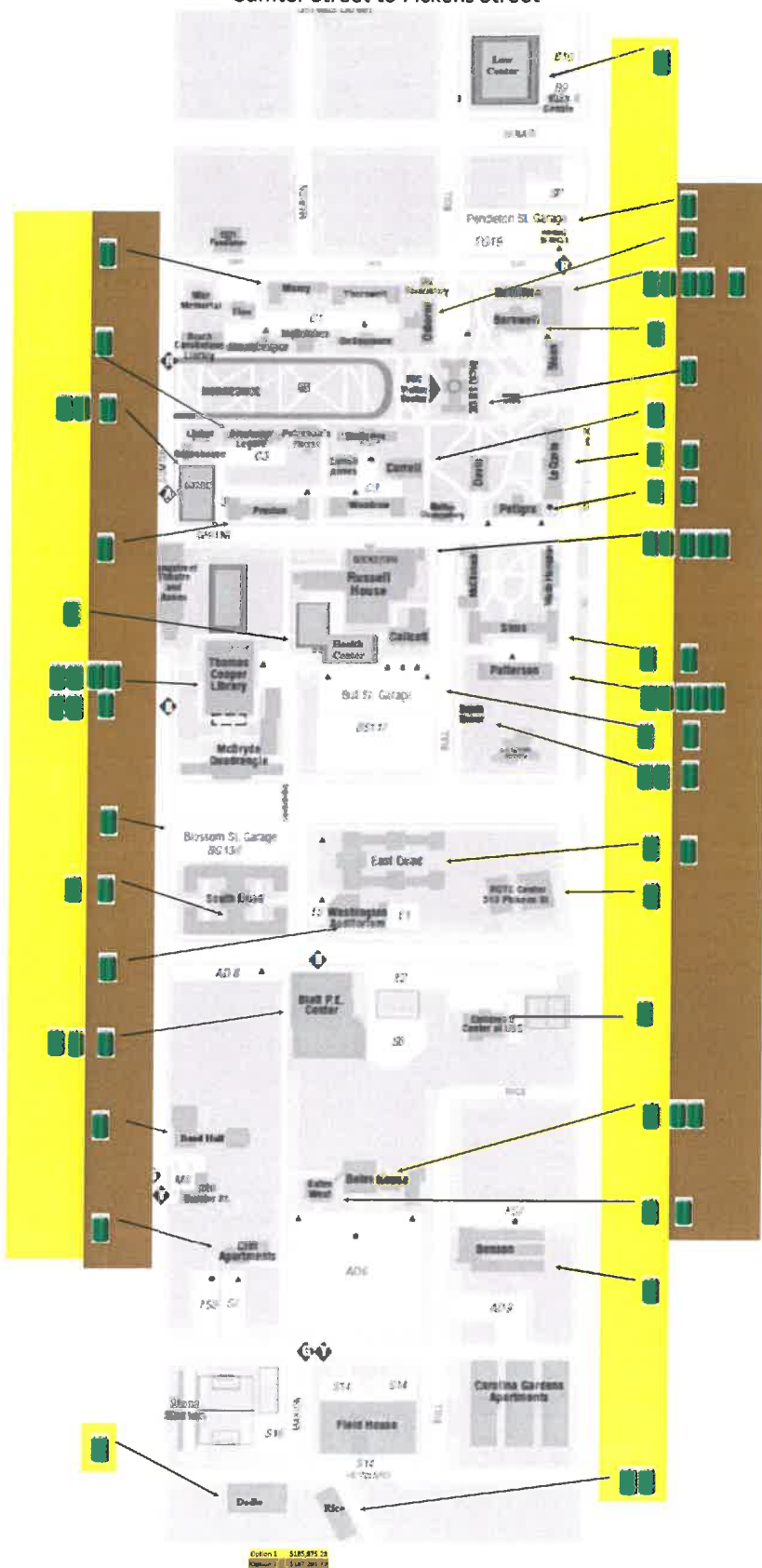
ATTACHMENT 4

This map assigns existing machines to two groups. Designated as Option 1 or Option 2. Option 1 machines are in the yellow highlighted margin area and Option 2 machines are in the brown highlighted margin area. Total revenue generated from each machines are listed at the bottom of each section map. Please refer to Exhibit B Alternate One to determine how Option 1 and Option 2 will be evaluated.

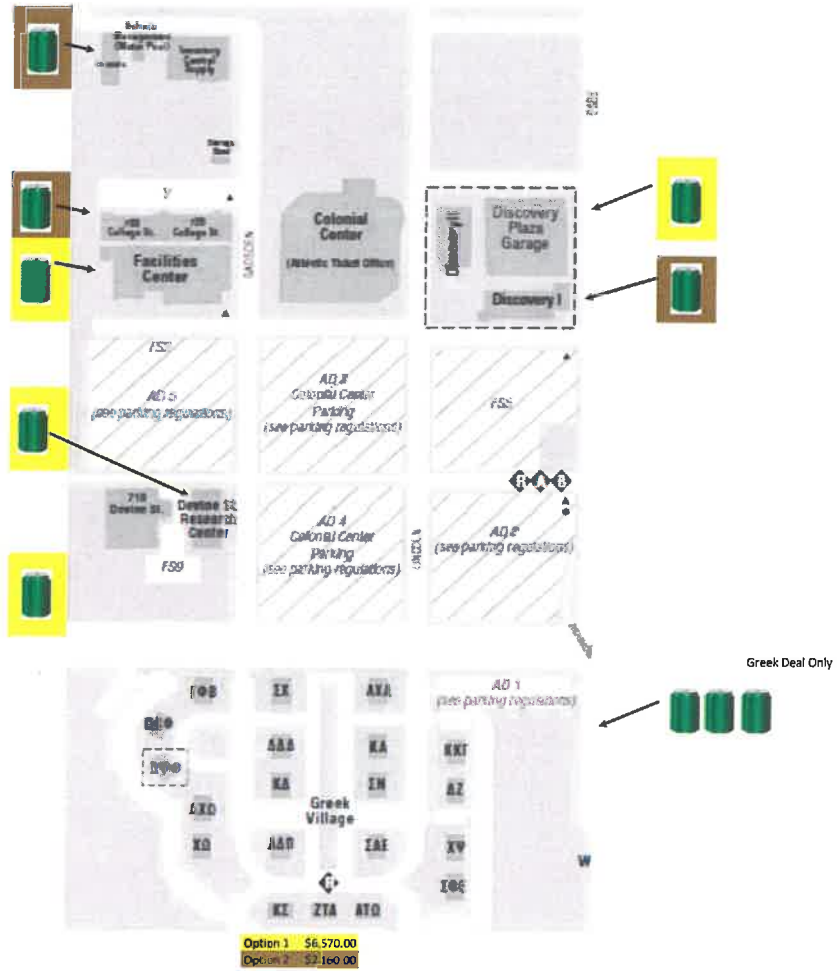
Park Street to Sumter Street



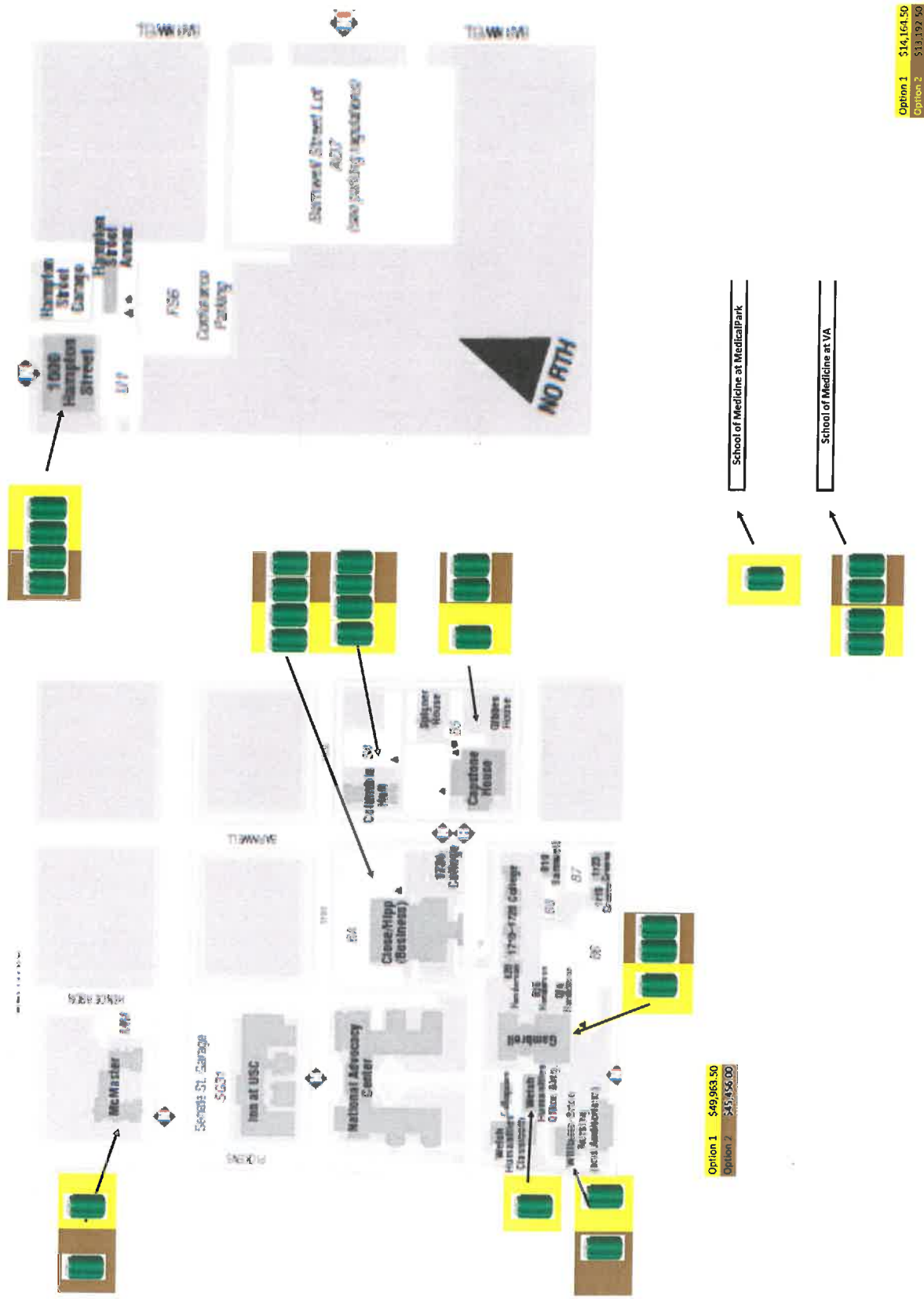
Sumter Street to Pickens Street



Huger Street to Park Street



Pickens Street to Hampton Street



ATTACMENT 5 - SALES BY FLAVOR AND SIZE FOR PERIOD OF 8/1/16 THRU 7/31/17

Comp ~ Days 8/1/2016 Mon - 7/31/2017 Mon vs. 8/2/2015 Sun - 7/31/2016 Sun

Total Product: 68

Dataset: Consolidated

User: WILLIAMBUZHARDT

Cube: SALES

Path: DP_Chain:UNIVERSITY OF SOUTH CAROLINA

By: Prod

Filters: Pkg:G_BOTTLE/CAN/PREMIX

Sort: Volume:This:DSC

| Product | Volume This | Volume Last | Volun Diff | Volume % Chg | Volume Mix (T) | Volume Mix (L) |
|--|----------------|----------------|---------------|-----------------|-------------------|-------------------|
| 200Z PET LS24 DASANI | 3,705 | 3,421 | 284 | 8.30 | 17.1 | 16.5 |
| 200Z PET LS24 CLASSIC | 3,213 | 3,229 | -16 | -0.50 | 14.9 | 15.6 |
| 200Z PET LS24 DT COKE | 1,912 | 1,976 | -64 | -3.24 | 8.8 | 9.5 |
| 200Z PET LS24 SPRITE | 1,571 | 1,405 | 166 | 11.81 | 7.3 | 6.8 |
| 200Z PET LS24 TS PADE MOUNTAIN BLAST | 892 | 858 | 34 | 3.96 | 4.1 | 4.1 |
| 200Z PET LS24 COKE ZERO SUGAR | 853 | 879 | -26 | -2.96 | 3.9 | 4.2 |
| 200Z PET LS24 COKE CHERRY | 843 | 905 | -62 | -6.85 | 3.9 | 4.4 |
| 200Z PET LS24 COKE ZERO CHERRY | 799 | 840 | -41 | -4.88 | 3.7 | 4.1 |
| 200Z PET LS24 MELLO YELLO | 739 | 713 | 26 | 3.65 | 3.4 | 3.4 |
| 200Z PET LS24 PIBB XTRA | 624 | 595 | 29 | 4.87 | 2.9 | 2.9 |
| 200Z PET LS24 MMD 3% LEMONADE | 489 | 427 | 62 | 14.52 | 2.3 | 2.1 |
| 12OZ CAN 6PK24 CLASSIC | 441 | 559 | -118 | -21.11 | 2.0 | 2.7 |
| 16OZ CAN LS24 TS MONSTER ENERGY | 367 | 307 | 60 | 19.54 | 1.7 | 1.5 |
| 200Z PET LS24 TS SMARTWATER | 323 | 211 | 112 | 53.08 | 1.5 | 1.0 |
| 200Z PET LS24 FANTA ORANGE | 282 | 266 | 16 | 6.02 | 1.3 | 1.3 |
| 12OZ CAN 6PK24 DT COKE | 282 | 288 | -6 | -2.08 | 1.3 | 1.4 |
| 16OZ CAN LS24 TS MONSTER ZERO ULTRA | 274 | 174 | 100 | 57.47 | 1.3 | 0.8 |
| 200Z PET LS24 TS FUZE SWEET TEA | 269 | 231 | 38 | 16.45 | 1.2 | 1.1 |
| 200Z PET LS24 TS VIT WTR XXX ACAI BLUPOM | 259 | 183 | 76 | 41.53 | 1.2 | 0.9 |
| 200Z PET LS24 SEAGRAMS GINGER ALE NEW | 243 | 178 | 65 | 36.52 | 1.1 | 0.9 |
| 15OZ CAN LS12 TS MONSTER JAVA MEAN BEAN | 236 | 226 | 10 | 4.42 | 1.1 | 1.1 |
| 200Z PET LS24 MMD 3% FRUIT PUNCH | 218 | 192 | 26 | 13.54 | 1.0 | 0.9 |
| 200Z PET LS24 MMD 3% ORANGEADE | 213 | 203 | 10 | 4.93 | 1.0 | 1.0 |
| 12OZ CAN 6PK24 SPRITE | 209 | 222 | -13 | -5.86 | 1.0 | 1.1 |
| 200Z PET 8PK24 HC TS PADE ZERO MIXED BRY | 208 | 2 | 206 | 10,300.00 | 1.0 | 0.0 |
| 200Z PET LS24 TS VIT WTR FOCUS KIWI STRV | 166 | 127 | 39 | 30.71 | 0.8 | 0.6 |
| 12OZ CAN 6PK24 PIBB XTRA | 146 | 141 | 5 | 3.55 | 0.7 | 0.7 |
| 12OZ CAN 6PK24 MELLO YELLO | 143 | 171 | -28 | -16.37 | 0.7 | 0.8 |
| 12OZ CAN 6PK24 COKE CHERRY | 139 | 182 | -43 | -23.63 | 0.6 | 0.9 |
| 200Z PET LS24 TS VIT WTR ESSENTIAL ORNG | 118 | 85 | 33 | 38.82 | 0.5 | 0.4 |
| 200Z PET LS24 TS PADE FRUIT PUNCH | 106 | 79 | 27 | 34.18 | 0.5 | 0.4 |
| 200Z PET LS24 SPRITE ZERO | 105 | 119 | -14 | -11.76 | 0.5 | 0.6 |
| 200Z PET LS24 MMD 3% PEACH | 103 | 116 | -13 | -11.21 | 0.5 | 0.6 |
| 200Z PET LS24 DASANI STRAWBERRY | 99 | 95 | 4 | 4.21 | 0.5 | 0.5 |

| | | | | | | |
|--|--------|--------|------|---------|-------|-------|
| 12OZ CAN 6PK24 COKE ZERO SUGAR | 89 | 112 | -23 | -20.54 | 0.4 | 0.5 |
| 20OZ PET LS24 TS PADE GRAPE | 85 | 62 | 23 | 37.10 | 0.4 | 0.3 |
| 12OZ CAN 6PK24 SEAGRAMS GINGER ALE NEW | 80 | 82 | -2 | -2.44 | 0.4 | 0.4 |
| 20OZ PET LS24 TS VIT WTR POWER-C DRGNFRT | 80 | 93 | -13 | -13.98 | 0.4 | 0.4 |
| 20OZ PET LS24 TS VIT WTR ENERGY TROPCTRS | 72 | 46 | 26 | 56.52 | 0.3 | 0.2 |
| 12OZ CAN 6PK24 FANTA ORANGE | 68 | 73 | -5 | -6.85 | 0.3 | 0.4 |
| 12OZ CAN 6PK24 FANTA GRAPE | 63 | 68 | -5 | -7.35 | 0.3 | 0.3 |
| 12OZ CAN 6PK24 FUZE ICED TEA LEMON | 63 | 76 | -13 | -17.11 | 0.3 | 0.4 |
| 20OZ PET LS24 FANTA GRAPE | 50 | 17 | 33 | 194.12 | 0.2 | 0.1 |
| 20OZ PET LS24 TS VIT WTR ZERO SQUEEZED | 50 | 21 | 29 | 138.10 | 0.2 | 0.1 |
| 15.2OZ PET LS24 TS MMD 100% APPLE JUICE | 47 | 38 | 9 | 23.68 | 0.2 | 0.2 |
| 16OZ CAN LS24 TS NOS REGULAR NEW | 36 | 0 | 36 | 100.00 | 0.2 | 0.0 |
| 16OZ CAN LS24 TS NOS REGULAR | 32 | 39 | -7 | -17.95 | 0.1 | 0.2 |
| 20OZ PET LS24 MELLO YELLO ZERO | 29 | 21 | 8 | 38.10 | 0.1 | 0.1 |
| 20OZ PET 8PK24 HC TS PADE ZERO GRAPE | 29 | 0 | 29 | 100.00 | 0.1 | 0.0 |
| 20OZ PET LS24 DASANI GRAPE | 27 | 21 | 6 | 28.57 | 0.1 | 0.1 |
| 15.2OZ PET LS24 TS MMD 100% ORANGE | 22 | 15 | 7 | 46.67 | 0.1 | 0.1 |
| 16OZ CAN LS24 TS NOS GT GRAPE | 16 | 0 | 16 | 100.00 | 0.1 | 0.0 |
| 16OZ CAN LS24 TS FULL THROTTLE NEW | 16 | 0 | 16 | 100.00 | 0.1 | 0.0 |
| 16OZ CAN LS24 TS FULL THROTTLE | 15 | 28 | -13 | -46.43 | 0.1 | 0.1 |
| 20OZ PET 8PK24 HC TS PADE ZERO FRT PUNCH | 12 | 0 | 12 | 100.00 | 0.1 | 0.0 |
| 300ML PET LS24 BX DASANI | 11 | 11 | 0 | 0.00 | 0.1 | 0.1 |
| 20OZ PET LS24 TS VIT WTR ZERO XXX | 11 | 8 | 3 | 37.50 | 0.1 | 0.0 |
| 16OZ CAN LS24TS FULL THRTL BL AGAVE NEW | 10 | 0 | 10 | 100.00 | 0.0 | 0.0 |
| 16OZ CAN LS24 TS NOS GRAPE | 8 | 15 | -7 | -46.67 | 0.0 | 0.1 |
| 16OZ CAN LS24TS FULL THROTTLE BLUE AGAVE | 5 | 7 | -2 | -28.57 | 0.0 | 0.0 |
| 20OZ PET LS24 CF DT COKE | 4 | 2 | 2 | 100.00 | 0.0 | 0.0 |
| 20OZ PET LS24 FANTA ORANGE ZERO SGR | 0 | 2 | -2 | -100.00 | 0.0 | 0.0 |
| 12OZ CAN 12PK24 FRDG SPRITE ZERO | 0 | 1 | -1 | -100.00 | 0.0 | 0.0 |
| 12OZ CAN 12PK24 FRDG PIBB XTRA | 0 | 2 | -2 | -100.00 | 0.0 | 0.0 |
| 20OZ PET 8PK24 SW TS PADE ZERO GRAPE | 0 | 15 | -15 | -100.00 | 0.0 | 0.1 |
| 20OZ PET 8PK24 SW TS PADE ZERO MIXED BRY | 0 | 210 | -210 | -100.00 | 0.0 | 1.0 |
| 20OZ PET 8PK24 SW TS PADE ZERO FRT PUNCH | 0 | 7 | -7 | -100.00 | 0.0 | 0.0 |
| 20OZ PET LS24 TS VIT WTR SQUEEZED | 0 | 16 | -16 | -100.00 | 0.0 | 0.1 |
| Totals | 21,619 | 20,713 | 906 | 4.37 | 100.0 | 100.0 |

EXHIBIT A

Executive Summary: An Executive summary must be provided with each proposal. The summary shall not exceed three pages and shall include the key points in the bidder's proposal. It shall also include a description of the company's organization, financial stability, experience and capacity in managing the requirements of this contract as well as an organizational chart and plan for the administrative management, supervision and staffing required under the specifications of this solicitation. Include the following information:

PRIOR EXPERIENCE OF ACCOUNTS OF COMPARABLE SIZES FOR THE LAST FIVE YEARS

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services:

- (1) Business environment in which machines are located
- (2) Number and type of vending machines
- (3) Annual gross revenues
- (4) Number of potential customers in areas served my vending machines (for educational environments, indicate the number of students as well as faculty/staff on campus served.

Length of time that service has been provided:

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services:

- (1) Business environment in which machines are located
- (2) Number and type of vending machines
- (3) Annual gross revenues
- (4) Number of potential customers in areas served my vending machines (for educational environments, indicate the number of students as well as faculty/staff on campus served.

Length of time that service has been provided:

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services:

- (1) Business environment in which machines are located
- (2) Number and type of vending machines
- (3) Annual gross revenues
- (4) Number of potential customers in areas served my vending machines (for educational environments, indicate the number of students as well as faculty/staff on campus served.

Length of time that service has been provided:

4. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services:

- (1) Business environment in which machines are located
- (2) Number and type of vending machines
- (3) Annual gross revenues
- (4) Number of potential customers in areas served my vending machines (for educational environments, indicate the number of students as well as faculty/staff on campus served.

Length of time that service has been provided:

5. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services:

- (1) Business environment in which machines are located
- (2) Number and type of vending machines
- (3) Annual gross revenues
- (4) Number of potential customers in areas served my vending machines (for educational environments, indicate the number of students as well as faculty/staff on campus served.

Length of time that service has been provided:

Signature of Authorized Agent

CURRENT CUSTOMERS AND SALES

List all current customers of comparable size to the University including length of contract, contact information, and the annual sales for each customer's account.

| Name of Customer and Address | Length of Contract | Contact Information (including Phone Number and Email Address) | Annual Sales |
|-------------------------------------|---------------------------|---|---------------------|
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Signature of Authorized Agent

EXHIBIT B

COLUMBIA CAMPUS PRICING SHEET

To be deemed responsive to the RFP, Offereors must provide proposals responding to one or both Alternates described below. The University will evaluate both Alternates and will chose the Alternate that it deems, in in its sole discretion, to be in its best interest.

Alternate One

Offerors are required to provide an offer for the exclusive rights to provide drink vending services utilizing half of the machine spaces that currently exist on campus, and half of the spaces that will be established in future years of the contract. These locations will be divided into two groups as indicated on the attached map (See Attachment 4). If the University determines to award this Alternate, awards will be made to two vendors for the exclusive rights to provide vended drinks from the machine spaces that they are awarded. The vendor receiving the highest score on its proposal will have the first opportunity to determine which group of spaces they prefer to be awarded as well as being assigned the first new machine location that becomes available for drink vending following award of the contract. Thereafter, the machines spaces will be assigned evenly by taking turns to the new assignments. The minimum guaranteed commission that must be offered to be responsive to this Alternate is \$258,000 annually for each year under the contract, or 78% of sales revenues, whichever amount is higher.

Minimum Annual Guarantee for Years 1-7 of the contract \$_____

**Amount must be at least
\$258,000**

Alternate Two

Offerors are required to provide an offer for the exclusive rights on a campus wide basis (excepting those areas described in the RFP involving the Athletics Department and water in certain areas serviced by the snack vending Contractor) for the provision of all vended beverages that are described in the RFP and approved by the University. The minimum guaranteed commission that will be required to be responsive to this Alternate is \$515,000 annually for each year under the contract, or 78% of all sales revenues, whichever amount is higher.

Minimum Annual Guarantee for Years 1-7 of the contract \$_____

**Amount must be at least
\$515,000**

The Offeror agrees to provide 400 cases of donated product annually to the University Columbia campus according to the schedule and product mix designated by the University.

Signature of Authorized Agent

EXHIBIT C

BEAUFORT CAMPUS PRICING SHEET

I. OPTIONAL ANNUAL MINIMUM GUARANTEE

The Offeror agrees to pay the Beaufort Campus of the University of South Carolina an optional annual guarantee.

OPTION 1 – Beaufort Campus alone

OPTION 2 – Beaufort Campus awarded in conjunction with Columbia campus

Annual Guarantee

Annual Guarantee

COMMISSION RATE for OPTION 1

COMMISSION RATE for OPTION 2

| PRODUCT | PROPOSED COMMISSION RATE | PRODUCT | PROPOSED COMMISSION RATE |
|--------------------------|---------------------------------|--------------------------|---------------------------------|
| 20 oz Bottle | | 20 oz Bottle | |
| 12 oz Can | | 12 oz Can | |
| Sport Drink Bottle 20 oz | | Sport Drink Bottle 20 oz | |
| Juice 20 oz | | Juice 20 oz | |
| Water 20 oz | | Water 20 oz | |
| Energy Drinks | | Energy Drinks | |
| Other | | Other | |

EXHIBIT D

LANCASTER CAMPUS PRICING SHEET

II. OPTIONAL ANNUAL MINIMUM GUARANTEE

The Offeror agrees to pay the Lancaster Campus of the University of South Carolina an annual guarantee.

OPTION 1 – Lancaster Campus alone

OPTION 2 – Lancaster Campus awarded in conjunction with Columbia and Beaufort or Union campuses

Annual Guarantee

Annual Guarantee

COMMISSION RATE for OPTION 1

COMMISSION RATE for OPTION 2

| PRODUCT | PROPOSED COMMISSION RATE | PRODUCT | PROPOSED COMMISSION RATE |
|--------------------------|---------------------------------|--------------------------|---------------------------------|
| 20 oz Bottle | | 20 oz Bottle | |
| 12 oz Can | | 12 oz Can | |
| Sport Drink Bottle 20 oz | | Sport Drink Bottle 20 oz | |
| Juice 20 oz | | Juice 20 oz | |
| Water 20 oz | | Water 20 oz | |
| Energy Drinks | | Energy Drinks | |
| Other | | Other | |

EXHIBIT E

UNION CAMPUS PRICING SHEET

III. OPTIONAL ANNUAL MINIMUM GUARANTEE

The Offeror agrees to pay the Union Campus of the University of South Carolina an annual guarantee.

OPTION 1 – Union Campus alone

OPTION 2 – Union Campus awarded in conjunction with Columbia, and Lancaster or Beaufort campuses

Annual Guarantee

Annual Guarantee

COMMISSION RATE for OPTION 1

COMMISSION RATE for OPTION 2

| PRODUCT | PROPOSED COMMISSION RATE | | PRODUCT | PROPOSED COMMISSION RATE |
|--------------------------|---------------------------------|--|--------------------------|---------------------------------|
| 20 oz Bottle | | | 20 oz Bottle | |
| 12 oz Can | | | 12 oz Can | |
| Sport Drink Bottle 20 oz | | | Sport Drink Bottle 20 oz | |
| Juice 20 oz | | | Juice 20 oz | |
| Water 20 oz | | | Water 20 oz | |
| Energy Drinks | | | Energy Drinks | |
| Other | | | Other | |

Exhibit F – Products and Product Pricing List

Products and Product Pricing List: List all products that will be offered for vending at each campus on a per campus basis along with proposed pricing for each product. Pricing for 20 oz. bottles cannot exceed \$1.25; for 12 oz. cans \$.75; \$1.50 for 15.2 oz. (or larger) juice; \$1.50 for 20 oz. Sports Drinks; and \$2.50 for Energy Drinks for the first year of the contract. Indicate the products that are considered to be healthier beverages and the minimum percentage of these drinks that will be included in each vending machine. Prices can be increased during the term of the contract with prior written approval of the University. In the event of change in sizes of containers, the University must approve associated pricing.

EXHIBIT G

OFFEROR'S DESCRIPTION OF PLAN FOR INCREASING REVENUE

COLUMBIA CAMPUS

The following steps will need to be taken in an effort to increase revenue from drink vending on campus:

Step 1: (Describe action here)

Time frame for accomplishing Step 1: (Indicate length of time and projected increase in revenue here)

Step 2: (Describe action here)

Time frame for accomplishing Step 2: (Indicate length of time and projected increase in revenue here)

Step 3: (Describe action here)

Time frame for accomplishing Step 3: (Indicate length of time and projected increase in revenue here)

REPEAT FORMAT AS NEEDED FOR ADDITIONAL STEPS

BEAUFORT CAMPUS

The following steps will need to be taken in an effort to increase revenue from drink vending on campus:

Step 1: (Describe action here)

Time frame for accomplishing Step 1: (Indicate length of time and projected increase in revenue here)

Step 2: (Describe action here)

Time frame for accomplishing Step 2: (Indicate length of time and projected increase in revenue here)

Step 3: (Describe action here)

Time frame for accomplishing Step 3: (Indicate length of time and projected increase in revenue here)

REPEAT FORMAT AS NEEDED FOR ADDITIONAL STEPS

LANCASTER CAMPUS

The following steps will need to be taken in an effort to increase revenue from drink vending on campus:

Step 1: (Describe action here)

Time frame for accomplishing Step 1: (Indicate length of time and projected increase in revenue here)

Step 2: (Describe action here)

Time frame for accomplishing Step 2: (Indicate length of time and projected increase in revenue here)

Step 3: (Describe action here)

Time frame for accomplishing Step 3: (Indicate length of time and projected increase in revenue here)

REPEAT FORMAT AS NEEDED FOR ADDITIONAL STEPS

UNION CAMPUS

The following steps will need to be taken in an effort to increase revenue from drink vending on campus:

Step 1: (Describe action here)

Time frame for accomplishing Step 1: (Indicate length of time and projected increase in revenue here)

Step 2: (Describe action here)

Time frame for accomplishing Step 2: (Indicate length of time and projected increase in revenue here)

Step 3: (Describe action here)

Time frame for accomplishing Step 3: (Indicate length of time and projected increase in revenue here)

REPEAT FORMAT AS NEEDED FOR ADDITIONAL STEPS

Signature of Authorized Agent