### Solicitation Details

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Date Issued</th>
<th>Procurement Officer</th>
<th>Phone</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFB140307DH</td>
<td>April 9, 2014</td>
<td>Dean Hudson</td>
<td>(843) 349-2739</td>
<td><a href="mailto:dhudson@coastal.edu">dhudson@coastal.edu</a></td>
</tr>
</tbody>
</table>

### Invitation for Bid Amendment #1

**DESCRIPTION:** beverage/snack vending and pouring rights

**USING GOVERNMENTAL UNIT:** Coastal Carolina University

**SUBMIT OFFER BY (Opening Date/Time):** April 24, 2014 2:00 PM

**QUESTIONS MUST BE RECEIVED BY:** N/A

**NUMBER OF COPIES TO BE SUBMITTED:** One (1) Original and One (1) Copy (marked ‘copy’)

**OFFERS MUST BE SUBMITTED IN A SEALED PACKAGE, WITH THE SOLICITATION NUMBER AND OPENING DATE ON THE PACKAGE EXTERIOR, TO EITHER OF THE FOLLOWING ADDRESSES (see “Submitting Your Offer” provision; the term “Offer” means your “Bid” or “Proposal”):**

**MAILING ADDRESS:**
Coastal Carolina University  
Procurement Services  
P.O. Box 261954  
Conway, SC 29528

**PHYSICAL ADDRESS:**
Coastal Carolina University  
Procurement Services  
642 Century Circle  
Conway, SC 29526

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

**As appropriate, see “Conferences - Pre-Bid/Proposal” & "Site Visit" provisions**

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**AWARD & AMENDMENTS**

Award will be posted on **May 1, 2014**. The award, this solicitation, and any amendments will be posted at the following web address: http://www.coastal.edu/procurement/currentsolicitations

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

**OFFEROR’S TYPE OF ENTITY:**  
(Choose one)

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

**AUTHORIZED SIGNATURE**

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

**TITLE**  
(Business title of person signing above)

**PRINTED NAME**  
(Printed name of person signing above)

**DATE SIGNED**  

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

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

**TAXPAYER IDENTIFICATION NO.**  

---

CCU Procurement Services (rev. Jul 2013)
HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)

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

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Extension</th>
<th>Facsimile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

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

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

Order Address same as Home Office Address

Order Address same as Notice Address

(check only one)

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

<table>
<thead>
<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>April 9, 2014</td>
</tr>
</tbody>
</table>

See "Amendments to Solicitation" Provision

DISCOUNT FOR PROMPT PAYMENT

See "Discount for Prompt Payment" clause

<table>
<thead>
<tr>
<th>10 Calendar Days (%)</th>
<th>20 Calendar Days (%)</th>
<th>30 Calendar Days (%)</th>
<th>Calendar Days (%)</th>
</tr>
</thead>
</table>

PREFERENCES - A NOTICE TO VENDORS: 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.

PREFERENCES DO NOT APPLY WITH THIS SOLICITATION. Per SC Code 11-35-1524(E)(2), preferences do not apply to awards with total potential values exceeding $500,000. Based on historical usage data, the state is certain that the total potential value of all awards made pursuant to this solicitation will exceed $500,000.

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

PREFERENCES DO NOT APPLY WITH THIS SOLICITATION. Per SC Code 11-35-1524(E)(2), preferences do not apply to awards with total potential values exceeding $500,000. Based on historical usage data, the state is certain that the total potential value of all awards made pursuant to this solicitation will exceed $500,000.
INFORMATION FOR OFFERORS TO SUBMIT

AS A MINIMUM, Offerors shall submit the following:

1. A signed Cover Page and Page 2
2. All pages identified as Section VIII. BIDDING SCHEDULE/PRICE
3. Page identified as MINORITY PARTICIPATION / OFFSHORE CONTRACTING (if applicable)

In addition, Offerors should review the following sections for any additional information that may be required for submission:

1. Section IV. INFORMATION FOR OFFERORS TO SUBMIT
2. Section II. B. SPECIAL INSTRUCTIONS
3. Section III. SCOPE OF WORK / SPECIFICATIONS
4. Section V. QUALIFICATIONS
5. Any additional and appropriate attachments addressed in Section IX.

ATTACHMENTS TO SOLICITATIONS

TIPS TO AVOID COMMON MISTAKES

- Read the solicitation in its entirety.
- Questions on the requirements of the solicitation must be asked during the questions phase of the solicitation (see “Questions From Offerors” section) and/or during a pre-bid/proposal conference if one is scheduled. Issues and/or concerns on the requirements raised in your response are too late.
- Unless expressly requested or required by the solicitation, do not attach or include any additional agreements with your bid/proposal.
- Exceptions to the mandatory clauses of the solicitation are generally not acceptable and will result in your bid/proposal being declared nonresponsive.
- Properly mark all protected, confidential, or trade secret information in accordance with the solicitation section titled “Submitting Confidential Information”. Please note that the entire bid/proposal cannot be marked as confidential, protected, or trade secret.
- Properly acknowledge any and all amendments. Instructions are provided in the “Amendments To Solicitation” section.
- Include the proper number of requested copies of your bid/proposal as requested on Page 1.
- Review these tips again prior to submitting your bid/proposal.

These tips are provided to assist offerors with avoiding common mistakes and are not to be taken as all inclusive of items required for the solicitation. The determination of the responsiveness of your bid/proposal will be evaluated against the solicitation document and not the above. You do not need to return this page with your bid/proposal.
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://www.coastal.edu/procurement/currentsolicitations. (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]

NOTICE

AMENDMENT # 1

The original Invitation For Bid solicitation document, dated March 13, 2014, is hereby amended to answer questions submitted by the vendor community and to revise the originally published solicitation document.

To ensure the clarity of the solicitation, prospective bidders should DISCARD THE ORIGINAL SOLICITATION DOCUMENT. AMENDMENT #1 supersedes the original solicitation document in its entirety. It is important for each bidder/vendor to thoroughly read, understand and respond according to the solicitation according to AMENDMENT #1. Changes to the original solicitation have been noted in RED.

RESPONSES TO WRITTEN QUESTIONS RECEIVED:

1) (NAME INTENTIONALLY OMITTED) respectfully request a copy of your current contract. How may we obtain this copy as it is considered a public document?
   **Answer:** The administration of these contracts is handled by the South Carolina Materials Management Office, and requests for copies must be made with that office: http://procurement.sc.gov/. The contract numbers are: snack vending – 4400001046; beverage vending and pouring rights - 4400001442.

2) Page 5, Bid/Proposal As Offered To Contract – Since joint bids are not allowed and (NAME INTENTIONALLY OMITTED) does not have a snack division, how will you manage your award if no other snack provider bids for the snack business?
   **Answer:** See Section VI. Award Criteria (page 23). Awards will be made by line item; awards may be to different offerors.

3) Page 8, Public Opening – At the 2:00 pm bid opening, will all proposals be shared with all offerors in attendance?
   **Answer:** Pursuant to the South Carolina Consolidated Procurement Code, the amount of each bid and the name of each bidder will be read aloud and recorded at the bid opening.

4) Page 9, State Office Closings - Please confirm there is not a pre-bid conference meeting with all interested bidders. If not, what are the appropriate steps to allow (NAME INTENTIONALLY OMITTED) the opportunity to tour the campus? Is there a contact name and number for us to communicate?
   **Answer:** There is no scheduled pre-bid conference. The number of vending machines and locations has been provided as an attached exhibit to the solicitation. A campus map can be found at the following web location: https://www.coastal.edu/tour/. Any necessary site visits can be arranged with Ms. Sandy Baldridge, Senior Manager of Contractual and Business Services, 843-349-2137.

5) Page 11, Scope of Work – There is no mention of the minimum number of coolers required for single bottle and can sales. Will there be any opportunity to sell bottle and can beverages in addition to vending sales?
   **Answer:** Vending machines are the only sales outlets for the University. Single sales of products through coolers found in athletic concessions, grills, and campus convenience stores are managed by the food service operator (Aramark), and in the bookstore by the bookstore operator (Nebraska Book
Company). Arrangements for sales of product through those outlets must be made directly with those entities.

6) Page 11, Scope of Work – Does beverage syrup mean to include carbonated beverages, juice, teas and coffee?
   **Answer:** See answer to 10.f. below.

7) Page 11, Scope of Work - Does this exclusive bid include all beverage categories i.e. Carbonated Beverages/soft drinks, juices, teas, water, sports beverages, energy drinks, and other non-carbonated and non-alcoholic beverages?
   **Answer:** See “Products List” section (page 19). It can include all vending products available through the contractor - such lists being subject to approval.

8) Page 11, Scope of Work – Since the Bookstore will not include exclusivity to the winning offeror, how will other providers services be determined?
   **Answer:** See answer to question 5.

9) Page 11, Background – Of the 9,400 students, how many students live on campus?
   **Answer:** The University defines “on campus” as being those students that live on the Main Campus (approximately 1,300) and those that live in University Place (approximately 2,100).

10) Page 12, Historical Information – To make an offer in the best interest of the University, it is imperative that we better understand the volume for the prior 12 months or prior full school year and not the dollar values. Please provide the following information:
    a. Full service vending volume in 24 unit cases
       **Answer:** For fiscal year 2013, volume was 7,308 cases.
    b. Full service vending cases by beverage category categories i.e. Carbonated Beverages/soft drinks, juices, teas, water, sports beverages, energy drinks, and other non-carbonated beverages
       **Answer:**

       | Type of Product                        | Volume in cases (24 units per case): |
       |----------------------------------------|--------------------------------------|
       | 20 oz. bottles – carbonated beverages  | 5,496                                |
       | 20 oz. bottles – juices                | 362                                  |
       | 20 oz. bottles – sports drinks         | 113                                  |
       | 20 oz. bottles – water                 | 1,337                                |

    c. For each full service vend category, may we get the vend price details for all beverage categories other than 20 oz bottled soda and 20 oz specialty water or juice as outlined on page 14. Also, please provide the current price and commissions for each beverage category. Are current commissions paid on vended cases sold or cash in bag? Are current commissions, calculated before or after taxes? Are there any delivery fees associated with full service vending i.e. $8.00 per delivery service per vending asset
       **Answers:**
       - Vending prices: 20 oz. sports drink - $1.25; 20 oz. enhanced water - $1.50; 16 oz. energy - $2.00.
• Commissions: 20 oz. carbonated, non-carbonated, and water – 50%; 20 oz. sports drink and enhanced water – 25%; 16 oz. energy – 25%; guaranteed annual minimum - $115,000.
• Commissions are paid on vended cases.
• Commissions are paid on gross sales, less applicable sales taxes.
• There are no delivery fees.

d. Bottle and can cases sold through coolers. Request cases to be broken down by area of distribution i.e. athletics, dining, bookstore, convenience stores. Also, may we get this volume by beverage category?
   **Answer:** The following table includes information from the food service operation only, which encompasses the convenience stores, grills, catering and concessions, for the annual period ending June 2013 (A breakdown from the bookstore operator is not available.):

<table>
<thead>
<tr>
<th>Beverage Category</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbonated soft drinks</td>
<td>1,376</td>
</tr>
<tr>
<td>Energy drinks</td>
<td>96</td>
</tr>
<tr>
<td>Enhances water beverages</td>
<td>357</td>
</tr>
<tr>
<td>Isotonic products</td>
<td>545</td>
</tr>
<tr>
<td>Juice products</td>
<td>586</td>
</tr>
<tr>
<td>Non-enhances water products</td>
<td>2,447</td>
</tr>
<tr>
<td>Tea products</td>
<td>165</td>
</tr>
<tr>
<td>Total</td>
<td>5,572</td>
</tr>
</tbody>
</table>

e. Bottle and can cases - Current pricing for product sold through coolers.
   **Answer:** Prices generally follow those in the market place.

f. Fountain gallons for each flavor i.e. Coke, Diet Coke, Minute Maid Juice, Tea, Powerade, etc.
   **Answer:** The following table includes information from the food service operation only, which encompasses the convenience stores, grills, catering and concessions, for the annual period ending June 2013:
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Pack/Size</th>
<th>Case Size</th>
<th>Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>Syrup Mountain Blast Sport Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>574</td>
</tr>
<tr>
<td>Syrup Coke Classic 5x1 Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>216</td>
</tr>
<tr>
<td>Syrup Fruit Punch Bib Flashin</td>
<td>1/5gal</td>
<td>12</td>
<td>215</td>
</tr>
<tr>
<td>Syrup Tea Sweet Sothrn Sty Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>355</td>
</tr>
<tr>
<td>Syrup Lemon Lime 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>287</td>
</tr>
<tr>
<td>Syrup Sprite 5x1 Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>148</td>
</tr>
<tr>
<td>Syrup Coke Diet 5.5x1 Bib X</td>
<td>1/5 Gal</td>
<td>12</td>
<td>111</td>
</tr>
<tr>
<td>Syrup Lemonade Bib</td>
<td>1/5gal</td>
<td>12</td>
<td>110</td>
</tr>
<tr>
<td>Syrup Mello Yellow 5x1 Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>75</td>
</tr>
<tr>
<td>Syrup Cherry Coke Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>65</td>
</tr>
<tr>
<td>Syrup Orange 5x1 Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>50</td>
</tr>
<tr>
<td>Syrup Tea Green</td>
<td>1/2.5gal</td>
<td>12</td>
<td>62</td>
</tr>
<tr>
<td>Syrup Tea Black Sweet Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>58</td>
</tr>
<tr>
<td>Syrup Tea Conc Unswt Blk Prem</td>
<td>1/2.5gal</td>
<td>12</td>
<td>49</td>
</tr>
<tr>
<td>Syrup Ginger Ale 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>30</td>
</tr>
<tr>
<td>Syrup Coke Classic 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>17</td>
</tr>
<tr>
<td>Syrup Root Beer Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>11</td>
</tr>
<tr>
<td>Syrup Fruit Punch 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>10</td>
</tr>
<tr>
<td>Syrup Coke Diet 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>6</td>
</tr>
<tr>
<td>Syrup Ginger Ale 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Syrup Sprite 5x1 Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Syrup Lemonade Bib</td>
<td>1/2.5gal</td>
<td>12</td>
<td>3</td>
</tr>
<tr>
<td>Syrup Pibb Xtra Bib</td>
<td>1/5 Gal</td>
<td>12</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>2462</td>
</tr>
</tbody>
</table>

11) Page 13, Exception to Product Vending – Please provide prior year volume by brand and package for these exception delivery locations.

**Answer:**

<table>
<thead>
<tr>
<th>Type of Product</th>
<th>Case Type</th>
<th>Volume in cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 oz. bottles – carbonated beverages</td>
<td>24 units</td>
<td>22</td>
</tr>
<tr>
<td>20 oz. bottles – water</td>
<td>24 units</td>
<td>99</td>
</tr>
<tr>
<td>12 oz. cans – carbonated beverages</td>
<td>6 units</td>
<td>69</td>
</tr>
<tr>
<td>12 oz. cans – carbonated beverages</td>
<td>12 units</td>
<td>27</td>
</tr>
</tbody>
</table>
12) Page 13, Housekeeping – Vending machines are not mounted on legs. May we assume this section only applies to snack vending as beverage vending machines do not have legs?
   Answer: Yes.

13) Page 14, Product Brands and packages – Please provide any other vending beverage pricing as requested in the above #11.c.
   Answer: See answer to question 10.c above.

14) Page 15, Energy Conservation – To minimize any misunderstandings, please provide a list of rules and regulations regarding energy conservation by the university relative to vending and coolers.
   Answer: The specifications for “Energy Conservation” have been revised.

15) Page 15, Grade “A” Rating – Please further explain how this applies to vending operations.
   Answer: The specifications have been revised. The former “Grade ‘A’ Rating” section has been removed and a “Regulatory Requirements” section has been added.

16) Page 16, Fiscal Matters – Please provide the details of the current athletic annual support program i.e. Direct annual funding, in-kind support dollar value (plus associated hard costs), and details of sports program package i.e. average number of coolers (5 and 10 gal), ice chests, cups, water bottles, and product.
   Answer: This program is not part of the current contract and such information is therefore not available.

17) Page 17, Information for Offerors to Submit General – Define bid schedule.
   Answer: The Bidding Schedule is Section VIII (page 33).

18) Does the beverage contract mandate all third parties affiliated with CCU be exclusive to the beverage provider winning the bid? (EX: Dining, Athletics, Concessions, Bookstore, C-Store, Etc.)
   Answer: The bookstore operator is not required to use the vending contractor's products. The food service operator manages athletic concessions, grills, and the convenience stores, and is required to use the vending contractor for beverage syrup. The food service operator may choose to carry additional products in coolers.

19) Delivery on Beverages requested as twice a week? Or could it be delivered as needed by each outlet?
   Answer: The specifications have been revised. See section on “Supplies”.

20) Clarification on Card Readers- Does CCU Purchase them and the vendor assist with Install?
   Answer: Yes. See page 18.

21) Could any of the $25,000 investment to Athletics be in the form of donated product?
   Answer: No.

22) Under Section VII. TERMS AND CONDITIONS – B. SPECIAL, we request clarification regarding the provision titled “INDEMNIFICATION – THIRD PARTY CLAIMS (JANUARY 2011).” Is the University’s intent that Contractor’s liability to the Indemnitees under this provision be reduced to the extent the liability resulted from the negligence of an Indemnitee? If yes, we request permission to add appropriate clarifying language in the definitive agreement. If no, we request the University consider adding such clause to the TERMS AND CONDITIONS given that South Carolina is a modified comparative fault state.
   Answer: The clause is specified by the South Carolina Procurement Services division for use when contractor’s personnel will be on state (University) property. This question has been relayed to that office for review. The clause will remain as stated unless an amendment is issued to the contrary.
I. SCOPE OF SOLICITATION –

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

Coastal Carolina University is seeking a Contractor or Contractors to furnish, install, maintain and operate automatic vending equipment for the sale of snack and beverages, and to have pouring rights for campus dining operations and athletic concessions, per the specifications contained herein.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006):

- Snack vending: July 1, 2014 to June 30, 2019
- Beverage vending and pouring rights: September 1, 2014 to June 30, 2019

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date / Initial Contract Period”.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

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

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

BOARD means the South Carolina Budget and Control Board.

BUYER means the Procurement Officer.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

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

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

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

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

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-1]

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://www.coastal.edu/procurement/currentsolicitations  
(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]

AWARD NOTIFICATION (NOV 2007)
Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)
By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)
In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)
Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT (JAN 2004)
(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.  
(b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

(b) "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]

CODE OF LAWS AVAILABLE (JAN 2006)

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)
All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)
Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):
You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)
By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)
Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State’s attention. [02-2A070-1]

ETHICS CERTIFICATE (JAN 2004)
Ethics Certificate (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)
Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

PROTESTS (JUNE 2006)
Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation
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 (JAN 2004)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)
The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)
(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 sub line 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. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been
formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award. [02-2A110-1]

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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)
If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scemd.org/scgovweb/weather_alert.html [02-2A120-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)
(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]
SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)
(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

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 Assistance (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 (JAN 2004)
(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. [02-2A140-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]
II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror’s name on the cover of any specifications or descriptive literature submitted with your offer.

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

MAIL PICKUP (CCU 2006): The University’s Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer.

OFFERING BY ITEM (JAN 2006): Offers may be submitted for one or more items.

PREFERENCES - A NOTICE TO VENDORS: Per SC Code 11-35-1524(E)(2), preferences do not apply to awards with total potential values exceeding $500,000. Based on historical usage data, the state is certain that the total potential value of all awards made pursuant to this solicitation will exceed $500,000.

PROTEST – CPO - MMO ADDRESS (JAN 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

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

III. SCOPE OF WORK / SPECIFICATIONS –

Requirements
Coastal Carolina University (University) is seeking a Contractor or Contractors to furnish, install, maintain and operate, at contractor’s expense, the minimum number of automatic vending equipment for the sale of snack and beverages listed on Exhibit A. The Contractor shall have exclusive rights to sell, dispense, or otherwise provide these items in campus vending operations. “Pouring rights” includes the supply of beverage syrup for campus dining services and athletic concessions, with the understanding that the University’s dining service/concessions provider (currently Aramark Dining Services) will pay no more than their national pricing contract. An exception to the exclusive rights is the contract with the University bookstore operator, who may offer prepackaged snacks and/or bottled water, soft drinks, and other juices.

Background
Coastal Carolina University is a dynamic, public comprehensive liberal arts institution located in Conway, just minutes from the resort area of Myrtle Beach, S.C. The University offers 66 areas of study toward the baccalaureate degree and seven master's degree programs in accountancy, business administration, education, marine and wetland studies, and writing. Ten new undergraduate degree programs include biochemistry, economics, graphic design, information systems, intelligence and national security, musical theatre, theatre arts, as well as criminology, health and aging, and social justice tracks in sociology. The University will begin offering its first doctoral program – the Ph.D. in Coastal and Marine Systems Science – in Fall 2014.

More than 9,400 students from across the country and the world interact with a world-class faculty, and enjoy a nationally competitive NCAA I athletic program, an inspiring cultural calendar, and a tradition of community interaction that is fueled by more than 120 student clubs and organizations.
Coastal Carolina University was founded in 1954 as Coastal Carolina Junior College and became an independent university in 1993.

Coastal Carolina University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate degree and master's degree. Additional information may be obtained from the following website:  http://www.coastal.edu

Historical Information
Currently, the University currently has an exclusive contract with Coca-Cola Bottling Co. Consolidated for the purchase of beverages and Canteen Vending for the purchase of snacks.

Beverage and snack vending sales for the past two fiscal years are as follows:

<table>
<thead>
<tr>
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<th>Beverage</th>
<th>Snack</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2012</td>
<td>$156,739</td>
<td>$72,471</td>
</tr>
<tr>
<td>FY2013</td>
<td>$141,499</td>
<td>$83,918</td>
</tr>
</tbody>
</table>

In addition to these figures, the food service operation contractor (Aramark Dining Services) purchased the following quantities of beverage syrup:

<p>| | |</p>
<table>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2012</td>
<td>14,687 gallons</td>
</tr>
<tr>
<td>FY2013</td>
<td>14,567 gallons</td>
</tr>
</tbody>
</table>

Due to the timing of existing contracts, please note that the snack contract shall begin on July 1, 2014 and the beverage contract shall begin on September 1, 2014.

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

All products shall be attractively packaged, clearly labeled and priced. All snacks must be packaged, coded, and replaced with fresh products or sell by dates using an inventory rotation system developed by the Contractor and pre-approved by the University.

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

The delivery schedule will be as follows unless otherwise agreed to by the University:

- **Beverages**: twice a week minimum, M-F
- **Snacks**: once a week minimum, M-F

Vending machines stocking will be maintained as sales dictate to guarantee that out-of-stock conditions do not become a problem. All machines shall be stocked and in operation 24 hours a day. The Contractor agrees to clearly display on each machine the Contractor’s name, business address, phone number and machine number.

The University expects vending machines’ stock be maintained to insure out-of-stock conditions do not exist. All machines shall be stocked and in operation 24 hours a day. The Contractor will inform the University of its projected stock delivery and servicing schedule. The Contractor agrees to clearly display on each machine the Contractor’s name, business address, phone number and machine number.

Instructions for receiving funds for unsatisfactory machine performance or product quality will be posted at each
vending location. Contractor agrees to handle all calls regarding refills for any vending item outage within 48 hours. Contractor must provide a representative on call 24 hours a day to handle services calls.

Snacks shall not remain in vending machines longer than the expiration date shown. All expired products will be removed promptly.

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

**Exception to Product Vending**

Ordering per case of product is to be allowed by individual University departments which have received approval to do so from the Vice President of Finance and Administration. A list of currently approved departments includes: the President’s Office, Vice President of Finance and Administration, Athletics Department, and Student Health Services. Servicing shall be provided on a minimum of a bi-weekly basis or upon call by the individual department.

**Facilities and Equipment**

Contractor shall have exclusive rights to furnish, install, operate, supply and service automatic vending equipment for the sale of beverages and snack items normally sold in vending machines on the University’s premises. All equipment and services to be provided by the contractor shall be at the contractor’s expense, except as may be noted elsewhere in this solicitation.

The contractor must furnish, install, maintain and operate, at contractor’s cost and expense, the minimum number of vending machines, listed on Exhibit A. The number of vending machines at each location may increase/decrease between the contractor and the University during the course of the contract to accommodate the student/staff population. The Procurement Officer must authorize the increase or decrease of these machines at the request of the vendor and the University. The contractor must also provide personnel, delivery service, and repair of vending machines at all times. The ownership of the vending machines remains with the Contractor.

Contractor must service merchandise and maintain equipment in a clean, sanitary, and good mechanical condition at Contractor’s sole cost and expense. All machines must be clean and undamaged, both inside and outside.

All machines installed must be factory or like new with bill validators. All vending equipment shall have the capacity of refunding change and have adequate change inventory for required returns. As new machines are developed, proven, and become available they shall be put into service to assure that all machines are constantly updated.

**Debit Card System:**

a. The University has implemented the use of identification cards with student account debit capability provided by CBORD Group, Inc., and currently has fifteen (15) beverage vending machines on campus with this CBORD reader. The University desires to increase this number to thirty (30) beverage vending machines as well as install readers on ten (10) snack vending machines.

b. The University will purchase the additional readers necessary to increase to the desired number of vending machines capable of taking the CBORD cards. The University will determine if additional card readers will be added in the future, and will consult with the Contractor on potential locations. The ownership of all CBORD readers will remain with the University.

c. The Contractor will be responsible for installation of the CBORD readers on the vending machines, and will work with designated representatives from the University to insure the readers properly communicate with required networks. Reader support and repair must be performed by CBORD Group, Inc., according to the annual licensing and maintenance agreement between CBORD and the University.

**Housekeeping**

To facilitate housekeeping, all vending machines shall be located so that space around and under the machines can be easily cleaned and maintained, and so that insect and rodent harborage is not created. When mounted on legs, a minimum of six (6) inches of unobstructed space shall be provided beneath the unit. The contractor agrees to maintain high standards of sanitation with respect to the vending services provided.

**Repair Service**

CCU Procurement Services (rev. Jul 2013)
An effective mechanical repair service must be available during normal use hours with 24 hour response for service. Replacement machines must be provided when determined by the University to be necessary. This would include those with significant interior and/or exterior deterioration.

**University Provided Space and Utilities**

The University agrees to provide adequate space, utilities, including the ready connection for such, at the location of all equipment.

**Exterminating Services**

The University shall provide general exterminating services in the vending machine areas. Said exterminating service shall be coordinated between the Contractor and the Manager of Contractual and Business Services, with the University retaining the final control as to areas to be exterminated. The University shall not be held responsible for any damage of any nature which may be caused as a result of exterminating service being provided.

**Purchase of Goods**

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

**Product Brands & Prices**

All items sold must be nationally known brand products. The University is requesting more products for the health conscious individual. The selling prices have been established by the University and are not subject to change until after the first initial term period of the contract.

The University has established selling prices for vending products based on current pricing.

<table>
<thead>
<tr>
<th>Beverages</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20 oz bottle soda</td>
<td>$1.00</td>
</tr>
<tr>
<td>20 oz specialty water or juice</td>
<td>$1.25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snacks</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Candy</td>
<td>$1.00</td>
</tr>
<tr>
<td>Less than 1.5 oz. Chips</td>
<td>$0.75</td>
</tr>
<tr>
<td>1.5-2.0 oz. Chips</td>
<td>$1.00</td>
</tr>
<tr>
<td>Crackers</td>
<td>$0.65</td>
</tr>
<tr>
<td>Gum</td>
<td>$0.50</td>
</tr>
<tr>
<td>Pastries/ Cookies</td>
<td>$0.85</td>
</tr>
<tr>
<td>Peanuts</td>
<td>$0.85</td>
</tr>
<tr>
<td>Mints</td>
<td>$0.90</td>
</tr>
</tbody>
</table>

Contractor may submit once per year, at least ninety days prior to contract commencement anniversary, a written request for a change in vended beverage prices. The Consumer Price Index Urban (CPI-U) and local competitive product pricing will be used as guides to determine the appropriateness of price changes. Prices shall not be changed unless approved in writing by the Procurement Officer.

**Products List**

All products sold must be nationally known brand products. Examples of national brand products are Pepsi, Coca-Cola, Canada Dry, Gatorade etc. A listing of the products to be used must be provided in advance and is subject to approval by the University. Products will be distributed in 20 ounce plastic bottles.

**Personnel**

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

The contractor agrees to comply with applicable University policies as provided through this web site: [http://www.coastal.edu/policies/](http://www.coastal.edu/policies/) (Please note that University grounds are to be tobacco-free as of the beginning of the Fall 2014 semester.)
All service personnel shall be well groomed and uniformed. They shall comply with the rules and regulations
with respect to personal hygiene and conditions of work as established or promulgated by the State
Department of Health & Environmental Control, Food and Drug Administration and any other governmental
agency. Proper conduct of all personnel shall be maintained.

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

The vending equipment locations are high traffic, co-ed student areas. The successful contractor and his/her
personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with
the learning process or that could be construed as sexual harassment.

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

**Damage to Contractor Owned Equipment**

The University shall be responsible for providing adequate security for the contractor’s personnel, equipment,
inventory and cash while on University premises; however, the University does not warrant the prevention of
any loss to the contractor due to vandalism, riot, or forcible entry and will not be responsible for the loss of
cash, inventory, cost of repairs or replacement of inventory.

Likewise, the University shall not be liable for any damage or injury to the goods or property of the contractor
done or occasioned by or from electrical wiring, plumbing, water, gas, steam, or other pipes, or sewerage
or the breaking of any electric wire, the bursting, leaking or running of water from any source, or for any
damage occasioned by fire, explosion, falling plaster, electricity, smoke, or for the loss, theft or damage of
any property of the contractor of his/her employees or other damage, delay, inconvenience, or annoyance
to the contractor arising from or because of strikes, lockouts, or other labor difficulties, or for any other
reason whatsoever. The contractor waives any and all rights of recovery from the University for property
damage, loss of use or compensation thereof, however occurring.

**Energy Conservation**

Contractor shall observe all rules and regulations regarding energy conservation as promulgated by the
University.

Energy is one of the University’s largest expenses. As such, measures are taken to conserve energy wherever
possible. To reduce vending energy consumption, the University desires that machines have the capability of
powering down the lights and/or compressors during hours of no customer activity, and contain sensors to allow
products to be maintained at the proper sale temperatures.

This specification covers requirements for furnishing and installing automatic vending equipment, including food
items, to state owned premises.

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**CLASSIFICATION**

Services rendered herein shall be classified as Vending Machine Operation

**APPLICABLE STANDARDS**

Food service Regulation 61-25 - Retail Food Establishments (pdf) Vending of Food
and Beverages
Department of Health & Environmental
Control Bull Street, Columbia, SC 29201
http://www.scdhec.net/health/envhlth/food_protection/staff.htm

The Vending of Food and Beverages
US Department of Health, Education and Welfare
Public Health Service Food & Drug Administration, Office of Regulatory Affairs, Fishers
Lane, Rockville, MD 20857

**Grade “A” Rating**

A Health Department Grade “A” rating shall be maintained at all times. A copy of all health department inspection
reports shall be provided to the University. Any rating less than Grade “A” shall constitute a breach of contract.
Contractor must maintain all vending machines, furnished and installed, in accordance with the minimum practices established by the United States Public Health Service in their publications No. 546 entitled “Vending of Food and Beverages – A Sanitation Ordinance Code - 1965 Recommendation of the Public Health Service,” the terms of which are incorporated herein by reference.

Regulatory Requirements
Contractor must maintain all furnished and installed vending machines in accordance and as applicable with the minimum practices established by the following regulatory agencies, terms of which are incorporated herein by reference:

1. United States Department of Health and Human Services
   United States Food and Drug Administration
   Food Code 2013
   http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/FoodCode/ucm374275.htm

2. South Carolina Department of Health and Environmental Control
   Regulation 61-25 Retain Food Establishments

Inspection Rights
The University reserves the right to inspect and approve the equipment offered under the specifications of this solicitation.

Fiscal Matters
In consideration of granting exclusive rights to the Contractor to provide vending and/or pouring supplies, the University will require the following:

1. That the contractor shall pay to the University a percentage of gross sales, less applicable sales taxes, or a guaranteed annual minimum return, whichever is greater, covering all beverage and/or snack products. Gross Sales is defined as the total collections from all vending services before payment of any expense (i.e. taxes, license fees, or any other expenses associated with the revenue). Guaranteed annual minimum return is the minimum return (or rebate) the University will receive under this contract in each year of the contract regardless of the amount of Gross Sales. (The Contractor is to base the bid percentage on the current selling prices indicated in Brands and Prices.) The guaranteed annual minimum return must be a minimum of $106,000 for beverage vending and $24,000 for snack vending. Offers not meeting these dollar level requirements will be deemed non-responsive.

2. That the beverage Contractor pay to the University a minimum annual investment guarantee for athletic branding/advertising. This investment will be used to advertise, promote and activate, through athletic venues and events, the Contractor’s partnership as the official soft drink, water and isotonic beverage supplier for the University. The annual investment must be a minimum of $25,000. Offers not meeting these dollar level requirements will be deemed non-responsive.

With respect to the beverage vending, the Contractor must provide an intercollegiate sideline package on an annual basis to be delivered by July 15th of each year. This sideline package should facilitate the hydration and athletic training needs of eighteen (18) sports programs and include, but not be limited to, a variety of sizes of water coolers, ice chests, cups, and water bottles. The contents of the sideline package will be agreed upon prior to delivery each year.

Payment on commissions must be paid in twelve (12) equal monthly installments. All additional payments necessary to meet the guaranteed minimum return to the University will be due at the end of each contract year.

Within fifteen (15) days following the close of each month, the contractor shall submit to the University a financial statement, in a University approved format, with full disclosure of all vending sales and pertinent financial data. All payments and statements will be sent directly to Coastal Carolina University, Department of Financial Services, PO Box 261954, Conway, SC 29528-6054.

The University will provide documentation of CINO Card sales monthly using reports configured in the CBORD Transaction System software. Reports will be generated the first business day following the last
calendar day of the previous month. Reports will summarize C1NO card sales by vending machine controller location and be submitted electronically to the designated representative of the Contractor.

The University will pay the Contractor monthly for the C1NO card sales based on the reports produced. Contractor shall pay the University sales commissions following the University’s reimbursement for electronic purchases.

The University, through its duly authorized representative, shall at all reasonable times have the right to examine books and records of the contractor. The contractor shall keep such records for a period of three (3) years, including following termination or expiration of the contract.

Vendor’s control of reported sales for route employees shall be used as a basis to compute commissions payable to the University. Collections should be bagged and counted by machine, reconciled to reported inventory sales, and not co-mingled prior to count/reconciliation.

The Contractor bears responsibility for financial inventory or loss of contents.

The University requires that the Contractor provide an annual summary reconciliation including “Vend prices”.

The University agrees to administer refunds on behalf of the contractor and will cooperate to establish controls to ensure the appropriateness of refunds.

**DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

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

Coastal Carolina University, 103 Tom Trout Drive, Conway, SC 29526

**DELIVERY DATE – SPECIFIED**

Delivery shall be made no later than 14 days of the effective date on the intent to award. Contractor may request approval to deliver items prior to the delivery date. If other than the incumbent, the successful contractor shall be prepared to switch machines to like new machines within 14 days of the effective date on the intent to award.

**INSTALLATION (JAN 2006):** Contractor shall install all items acquired pursuant to this contract as follows: A list of the addresses for the University locations is provided in exhibit A. The installation of all machines will be in place within 14 days of the effective date on the intent to award. The contractor is responsible for all requirements to completely install, set up, and furnish the vending machines. [3-3050-1]

**IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (JAN 2006)**

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

Please submit the following information:

1. A list of references from at least three (3) jobs the Offeror has performed or is currently performing of a similar or larger scale scope of work. Provide the name of the business, address, name of the contact person, telephone number and/or e-mail address.
2. Bid Schedule
3. Minority Participation information listed below.
4. State the representative’s name and contact information for repairs. State how long the offer has been in business providing services as described in the solicitation. Provide the address of the designated service facility.

**SUBMITTING REDACTED OFFERS (FEB 2007):**

CCU Procurement Services (rev. Jul 2013) 22
You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled “Submitting Confidential Information.” In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Magnetic Media Required Format.”) Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-030-1]

V. QUALIFICATIONS

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

QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006):
(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:
   1. Offeror must be currently providing vending machine services, and have done so for a minimum of three years.
   2. Offeror must have a service facility within one hundred (100) miles of the University.
   3. Offeror is currently performing a similar or larger scale scope of work.
(b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm’s key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
(c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of 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 evaluate your proposed subcontractors.

VI. AWARD CRITERIA–

AWARD CRITERIA – BIDS: Award will be made to the responsive and responsible bidder(s) whose offer is determined to be the most advantageous to the University based on the highest commission and guarantee rate.

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror.

CALCULATING THE LOW BID:
The following formula will be used to determine your offer amount:

For the exclusive beverage contract:

A. Percentage (%) commission X current annual gross sales ($142,000)
   OR

B. Guaranteed annual minimum (whichever is greater)

PLUS

C. Guaranteed annual amount devoted to athletic branding/advertising minimum (in addition to
In determining the most advantageous offer, the highest value between item A and B will be added to item C to obtain a total. In the event the same total is received from multiple bidders, commission percentages noted in item A above will determine the most advantageous offer.

For the exclusive snack vending contract:

A. Percentage (%) commission X current annual gross sales ($84,000) 

OR

B. Guaranteed annual minimum (whichever is greater)

In determining the most advantageous offer, the highest value between item A and B will be considered. In the event the same total is received from multiple bidders, commission percentages noted in item A above will determine the most advantageous offer.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

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

VII. TERMS AND CONDITIONS – A. GENERAL

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

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

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

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

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice. Provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES – (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor’s price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

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

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

PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries.
accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will
be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C.
Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from
the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the
late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of
interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the
State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant
to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (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. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver,
requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the
parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate
as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without
compounding.

PUBLICITY (JANUARY 2006): Contractor shall not publish any comments or quotes by State employees, or
include the State in either news releases or a published list of customers, without the prior written approval of
the Procurement Officer.

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

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature,
would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such
termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created
by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any
provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or
delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor
upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely
the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or
action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently
determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the
event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to
contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest)
caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole
responsibility of the contractor.

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

UNIVERSITY POLICIES: The seller agrees to comply with all other applicable University policies as provided
through this web site: http://www.coastal.edu/policies/

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

WAIVER (JANUARY 2006): The State does not waive any prior or subsequent breach of the terms of the
Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by
failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State’s rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL –

CHANGES (JANUARY 2006):
(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
(a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
(b) Method of shipment or packing;
(c) Place of delivery;
(d) Description of services to be performed;
(e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) Place of performance of the services.
Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.
(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS (JANUARY 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2013): (a) 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.
(b) 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. The endorsement must contain the following language:

“Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured.”

(c) 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.

(d) 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.

(e) 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.

(f) 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 affect 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.

(g) 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.

(h) 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.

CONTRACTOR PERSONNEL (JANUARY 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.

CONTRACTOR’S OBLIGATION – GENERAL (JANUARY 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.

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.

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.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

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 (JANUARY 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its
subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006): (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys’ fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractors 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.

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. Note: The University campus is located within the city limits of Conway, South Carolina. Questions regarding business license requirements should be directed to City of Conway, Business License Office, 1000 2nd Ave., Conway SC 29526, telephone 843-488-7631, fax 843-248-1718.

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JANUARY 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.

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.

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.

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

STORAGE OF MATERIALS (JAN 2006): Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for installation.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JANUARY 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 (1) year from the effective date for snack vending and ten (10) months from the effective date for beverage vending and pouring rights. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JANUARY 2006): 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.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JANUARY 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

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.

**WARRANTY – STANDARD (JAN 2006):** Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.
VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL –.

Notwithstanding any other instructions herein, you shall submit the following information as a separate document. (If not providing a bid on any certain line item, indicate NO QUOTE).

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Commission Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Percentage</td>
<td>____________%</td>
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</table>

**Item Description:** Beverage vending and pouring rights

**Tendering Text:** A commission percentage of gross sales, less applicable sales taxes, as well as a guaranteed minimum return to the University are to be shown within this bidding schedule.

**Guaranteed annual minimum return $________________** (to be paid regardless of gross sales)

The return to the University will be the greater of the commission earned on gross sales or the guaranteed annual minimum return.

A guaranteed minimum annual investment guarantee for athletic branding/advertising is to be shown within this bidding schedule:

**Guaranteed annual investment guarantee for athletic branding/advertising:**

$______________________.

**REQUIREMENT:**
The annual commission received on gross sales or the guaranteed annual minimum return, whichever is greater, must be a minimum of $106,000. The guaranteed annual investment guarantee for athletic branding/advertising must be a minimum of $25,000. Offers not bidding in accordance with these requirements will be considered non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Commission Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
<td>Percentage</td>
<td>____________%</td>
</tr>
</tbody>
</table>

**Item Description:** Snack vending

**Tendering Text:** A commission percentage of gross sales, less applicable sales taxes, as well as a guaranteed minimum return to the University are to be shown within this bidding schedule.

**Guaranteed annual minimum return $________________** (to be paid regardless of gross sales)

The return to the University will be the greater of the commission earned on gross sales or the guaranteed annual minimum return.

**REQUIREMENT:**
The annual commission received on gross sales or the guaranteed annual minimum return, whichever is greater, must be a minimum of $24,000. Offers not bidding in accordance with this requirement will be considered non-responsive.
IX. ATTACHMENTS TO SOLICITATION

CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING
EXHIBIT A
CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

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?
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
☐ Traditional minority
☐ Traditional minority, but female
☐ Women (Caucasian females)
☐ Hispanic minorities
☐ DOT referral (Traditional minority)
☐ DOT referral (Caucasian female)
☐ Temporary certification
☐ SBA 8 (a) certification referral
☐ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

OFFSHORE CONTRACTING (JAN 2006):
Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a) What type of work is being contracted offshore?
(b) What percentage (%) of the total work is being contracted offshore?
(c) What percentage (%) of the total value of the contract is being contracted offshore?
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: http://www.sctax.org/Forms+and+Instructions/withholding/default.htm [09-9005-1]
Exhibit A - Locations and quantities of machines

Locations of vending equipment currently used at the University are shown below. Coastal Carolina University does not own the existing vending machines. (Beverages are 20-oz. bottle machines):

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Beverage Machines</th>
<th>Location</th>
<th>Number of Snack Machines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadia Hall</td>
<td>1</td>
<td>Myrtle Beach Campus</td>
<td>1</td>
</tr>
<tr>
<td>Azalea Hall</td>
<td>1</td>
<td>Student Center</td>
<td>1</td>
</tr>
<tr>
<td>Band Hall</td>
<td>1</td>
<td>Elm Hall</td>
<td>1</td>
</tr>
<tr>
<td>Baxley Hall</td>
<td>1</td>
<td>Maple Hall</td>
<td>1</td>
</tr>
<tr>
<td>Tennis Building</td>
<td>1</td>
<td>Oak Hall</td>
<td>1</td>
</tr>
<tr>
<td>Brittann Hall</td>
<td>2</td>
<td>Baxley Hall</td>
<td>1</td>
</tr>
<tr>
<td>Bryan Info. Commons</td>
<td>2</td>
<td>Kearns Hall</td>
<td>1</td>
</tr>
<tr>
<td>Cypress Hall</td>
<td>1</td>
<td>Singleton Building</td>
<td>1</td>
</tr>
<tr>
<td>Dogwood Hall</td>
<td>1</td>
<td>Prince Building</td>
<td>1</td>
</tr>
<tr>
<td>Wall Building</td>
<td>8</td>
<td>Wall Building</td>
<td>2</td>
</tr>
<tr>
<td>Eaglan Hall</td>
<td>2</td>
<td>Science Building</td>
<td>2</td>
</tr>
<tr>
<td>Singleton Building</td>
<td>2</td>
<td>Admissions</td>
<td>1</td>
</tr>
<tr>
<td>Edwards Building</td>
<td>6</td>
<td>Public Safety Building</td>
<td>1</td>
</tr>
<tr>
<td>Prince Building</td>
<td>1</td>
<td>Humanities Building</td>
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</tr>
<tr>
<td>Myrtle Beach Campus</td>
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<td>Band Hall</td>
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<td>Intramural Fields</td>
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<td>Eaglin Hall</td>
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</tr>
<tr>
<td>Kearns Hall</td>
<td>2</td>
<td>Library</td>
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</tr>
<tr>
<td>Kimbel Arena</td>
<td>3</td>
<td>Swain Building</td>
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</tr>
<tr>
<td>Kingston Hall</td>
<td>1</td>
<td>Brittann Hall</td>
<td>1</td>
</tr>
<tr>
<td>Student Center</td>
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</tr>
<tr>
<td>Magnolia Hall</td>
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<tr>
<td>Marine Wetlands Building</td>
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<td></td>
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</tr>
<tr>
<td>Palmetto Hall</td>
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<td></td>
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</tr>
<tr>
<td>Public Safety Building</td>
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<td></td>
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</tr>
<tr>
<td>Procurement Office</td>
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<tr>
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<td></td>
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</tr>
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</tr>
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<td>Sands Hall</td>
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<tr>
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</tr>
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</tr>
<tr>
<td>University Place</td>
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</tbody>
</table>

Total Beverage Machines 79

Total Snack Machines 22