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Protest Decision

Matter of: Singer T&L, Inc.
File No.: 2021-138
Posting Date: April 22, 2021
Contracting Entity: South Carolina Division of Procurement Services
Solicitation No.: 5400020494
Description: STC for Appliances & Kitchen Equipment – Lot 1

DIGEST

Protest challenging a Notice of Intent to Award denied where protest fails to state grounds for which relief may be granted.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review of a protest filed by Singer T&L (Singer)¹ protesting the Division of Procurement Service's (DPS) posting of an intent to award a contract to Culinary Depot. Singer's protest is attached as Exhibit A. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

By this procurement, DPS seeks to establish a statewide term contract for commercial kitchen equipment. [Exhibit B]. The source selection method was reverse auction. Under this source selection method, DPS establishes a scope for vendors to bid against one another to provide the requested supplies at the lowest price. However, the solicitation imposes certain requirements on vendors before they are allowed to bid. Part I of the solicitation states:

¹ DPS received a bid from Thompson & Little, Inc., not Singer T&L. On April 1, 2021, Singer Equipment Company, Inc., announced that it had acquired Thompson & Little. DPS received bids for this procurement on February 17, 2021, a number days before Singer acquired Thompson & Little. For purposes of this decision, the CPO assumes that Singer was an actual bidder with a right to protest.

In order to participate in the online auction, Offerors must first be qualified to participate by the State by **successfully completing a three-step process.**

Step 1 – Declare your intent to participate by submitting a bid [sic] before the bid opening date and time.

1. Submit your agreement to the terms and conditions online through SCEIS.

2. Provide all of the information requested in Section IV.

3. Provide a copy of the signed cover page and page 2.

4. Since this is an online auction, prices will NOT be included with your bid.

When entering your bid in SCEIS place the value of one penny (\$.01) in the unit price for each lot you want to qualify for in the auction. SCEIS will not allow you to enter a zero dollar value.

[highlighting supplied]

As required by the solicitation, Culinary Depot agreed to the terms and condition online through SCEIS. [Exhibit C]

Singer's protest is nothing more than a series of questions, questioning whether Culinary Depot intends to be bound by the terms and conditions of the solicitation. Singer does not in any way allege that DPS violated the Consolidated Procurement Code or the terms of the solicitation regarding award procedures. Instead, Singer ask the CPO to conduct an investigation to determine whether Culinary Depot actually intends to perform in accordance with the terms and conditions of the solicitation as it said it would. In short, Singer's questions suggest that Culinary Depot might intend to breach its contract. A potential breach of contract is not an issue for protest. If Culinary Depot actually breaches its contract, that will be a matter for contract administration per the dispute resolution provisions of the solicitation.

Decision

For the foregoing reasons, protest denied.



John St. C. White, PE
Chief Procurement Officer for Construction

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised May 2020)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2020 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



April 6, 2021

Chief Procurement Officer
Materials Management Office
1201 Main Street
Columbia SC 29201

Attn: Chief Procurement Officer

We at Singer T & L (formerly known as Thompson & Little, Inc.) would like to protest the award for Kitchen Equipment under Solicitation 5400020494 to Culinary Depot.


Our grounds for the protest are, did awarded dealer quote items per the specifications, or were alternate/equal items submitted? Is awarded dealer providing delivery, uncrate and set in place, and not a "Drop ship" delivery to a loading dock or back door as changed in the bid per Amendment 3 page 16. And lastly, is the state fee of 1% and the Ebridge Auction fee of 1.5% included in the pricing as well?

We have numerous manufacturer reps and factories that have stated that Culinary Depot did NOT even receive quotes from them. Some items would have to have been quoted per the factory to be accurate. The concern is that the State of SC will not be receiving what is listed on this equipment bid.

Thank you for your time and cooperation.

Melanie Gitlin
Dealer Sales Representative
Singer T & L

Exhibit B

	<p align="center">State of South Carolina</p> <p align="center">Reverse Online Auction Amendment #3</p>	<p>Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:</p>	<p>5400020494 02/19/2021 DEANA REED-SHARPE 803-896-6389 drsharpe@mmo.sc.gov SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211</p>
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DESCRIPTION: **STC FOR APPLIANCES & KITCHEN EQUIPMENT**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/26/2021 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/17/2021 10:00 AM** Questions limited to Amended Parts Only (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) - Electronic Submission preferred**

CONFERENCE TYPE: **Pre-Bid**

DATE & TIME: **01/12/2021 10:00 AM N/A**

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

LOCATION: This meeting will be held via Webex only. Refer to Section IIB, "Conference Pre-Bid/Proposal" for instructions to attend the meeting.

AWARD & AMENDMENTS

Award will be posted on ~~a date to be determined~~ **03/24/2021**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address:

<http://www.procurement.sc.gov>

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

NAME OF OFFEROR

(full legal name of business submitting the offer)

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

AUTHORIZED SIGNATURE

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

DATE SIGNED

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

STATE OF INCORPORATION

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO
(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____ Order Address same as Home Office Address ____ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply per 11-35-1524(E)(3)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply per 11-35-1524(E)(3) ____ In-State Office Address same as Home Office Address ____ In-State Office Address same as Notice Address (check only one)

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IMPORTANT NOTICE: In order to provide a more manageable solicitation, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, Offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Refer to the last pages of this solicitation entitled “Questions & Answers” for additional information concerning this solicitation.

I. SCOPE OF SOLICITATION

ACQUIRE SUPPLIES / EQUIPMENT (Modified)

The State of South Carolina is seeking to purchase appliances and kitchen equipment through an online reverse auction. This solicitation will establish the responsive and responsible Offerors eligible to participate in the online reverse auction that will establish the lowest responsive and responsible Offeror. Resulting contracts will be awarded to one Offeror by lot in accordance with the bid schedule.

The bidding for this solicitation will be conducted as an online reverse auction with eBridge Business Solutions, LLC (“eBridge”). The offeror with the lowest bid for **each** lot at the conclusion of the auction, in accordance with the terms in Section VI, will be awarded said lot. Vendors may make an offer on one, any or all lots but they **must** make an offer for all items in a lot.

As part of the online reverse auction process, you will receive communications directly from eBridge prior to submitting your agreement to the terms and conditions. The questions will be related to your intentions to participate in the online reverse auction and possibly other non-solicitation related questions. This communication is NOT considered prohibited communication as described in Section IIA of this solicitation. You are not required to answer their questions prior to the determination of your participation in the online reverse auction. However, if you are planning on participating in the online reverse auction, they will need the information before you may participate. Providing them with the information prior to bid opening will have no impact on your offer acceptance. Should Offerors have any questions regarding eBridge or its policies and procedures, those questions shall be addressed directly to eBridge. The State will not entertain or respond to questions that are considered internal to eBridge just as eBridge will not entertain or respond to questions about the solicitation that are outside the scope of their responsibilities as a participant in this process.

In order to participate in the online auction, Offerors must first be qualified to participate by the State by **successfully completing a three-step process.**

Step 1 – Declare your intent to participate by submitting a bid before the bid opening date and time.

1. Submit your agreement to the terms and conditions online through SCEIS.
2. Provide all of the information requested in Section IV.
3. Provide a copy of the signed cover page and page 2.
4. Since this is an online auction, prices will NOT be included with your bid. **When entering your bid in SCEIS place the value of one penny (\$.01) in the unit price for each lot you want to qualify for in the auction.** SCEIS will not allow

you to enter a zero dollar value.

Step 2 – Qualification Determination

After bid opening, the state will examine the information provided to ensure it meets the specifications established in this solicitation and make a responsibility determination for all Offerors.

Failure to provide all of the requested documents/information with your offer could make the **offer non-responsive and you will NOT be permitted to** participate in the auction. Please refer to Section IV, Information for Offerors to Submit, for detailed information on what is required with your bid.

Offerors who are **determined to be non-responsible will NOT be permitted to** participate in the auction. Please refer to Section V, Qualifications, for information related to responsibility.

Step 3 – eBridge Training

Each Offeror authorized to participate in the online auction will receive notice directly from eBridge, and NOT the State. Authorized Offerors will participate in individually conducted training sessions to become familiar with the eBridge processes and software. The auction will not take place until eBridge certifies to the State that all authorized Offerors are ready to participate.

Details pertaining to the actual online auction can be found in the “eBridge Attachment.”

Important Dates Related to This Solicitation

Below are projected dates related to this solicitation. The State will make every effort to keep the solicitation on schedule but cannot guarantee that there will not be changes. **Slight modifications to the projected dates after bid opening will not require an amendment and will be communicated to all participating Offerors via communication through eBridge.**

February 17, 2021 – Questions Due **Questions limited to Amended Parts Only**

February 26, 2021 – Bid Opening

March 8, 2021 – Qualified Vendors Notification from eBridge

March 15-17, 2021 – Vendor training with eBridge

March 18, 2021 – Initial bid due to eBridge

March 19, 2021 – Online Reverse Auction

MAXIMUM CONTRACT PERIOD - ESTIMATED (Modified)

Start date: ~~03/05/2021~~ 04/03/2021 End date: ~~03/04/2026~~ 04/02/2026 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".

The initial term of the contract will be one (1) year, and there will be four (4) one-year options to renew for a maximum contract life of five (5) years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

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

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

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

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

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

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

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

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (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: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (Modified)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH 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]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority 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 Authority is not a party to such contracts, unless and to the extent that the Authority 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. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror 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 an award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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

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

DEADLINE FOR SUBMISSION OF OFFER (Modified)

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 body's mail room which services that purchasing office prior to the opening.

To keep social distancing in compliance with the Governor's Executive Order, the SFAA encourages vendors who wish to attend the bid opening to do so by conference call. Vendors may take part by dialing:

Access Phone number: 1-800-753-1965

Access Code: 737-1511

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

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

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

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

QUESTIONS FROM OFFERORS - AMENDMENT (Modified)

This solicitation is amended as provided herein. Information or changes resulting from questions may be shown in a question and answer format. All questions received have been reprinted and added at the end of the solicitation. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the questions. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted.

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 (JUN 2015)

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

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

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

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

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

unbalanced as to be tantamount to allowing an advance payment.

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

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

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

[02-2A120-3]

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)

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

"PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (Modified)

Pre-Bid/Proposal Conference Date and Time: ~~01/12/2021 10:00 AM~~

Location of Pre-Bid/Proposal Conference: **The conference will be conducted entirely via WebEx at no cost to the participants. A computer with a video camera is not required to attend the meeting as there is a toll-free call-in option available. If you would like to participate in the conference, email DeAna Reed-Sharpe for attendance instructions no later than Friday, January 8, 2021 at 2:00 PM. Note in the Subject line: "STC for Appliances & Kitchen Equipment Pre-Proposal Conference Instructions." Attendance information and links will be provided one business day before the conference.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

DESCRIPTIVE LITERATURE -- LABELLING (Modified)

Include offeror's name on the cover of any specifications or descriptive literature, as well as the corresponding Lot and Item number, for any "or equal" product submitted with your offer.

DESCRIPTIVE LITERATURE -- REQUIRED (Modified)

If you are offering an "or equal" product in response to the named product model within the Appliances and Kitchen Equipment Attachment, your offer must include manufacturer's latest literature showing complete product specifications.

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (Modified)

(a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

**Only offers with a status of "submitted" have been received by the State.
Offers with a status of "saved" have not been received.**

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you have trouble entering your offer, call the SCEIS Help Desk at 803-896-0001. The Procurement Officer is not able to assist you in entering your offer.

It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

PRICE AS DISCOUNT (Modified)

Your price must be in the form of a single percentage discount to apply published Manufacturer's Suggested Retail Price (MSRP).

PROTEST - CPO - MMO ADDRESS (Modified)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us or

(b) 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. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

CONTRACT PRODUCT CHANGES

The resulting contracts contemplate changes within the awarded manufacturers product lines that are in keeping with the solicitation scope (updated models, replacement models, improved models, etc.). Offerors may submit said product line changes to the Procurement Manager for consideration. New or changed Products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by the Procurement Manager, the new Products will be added to the Contract by written amendment.

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- 30 DAYS ARO (Modified)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the Using Governmental Unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. Lead times beyond 30 days must be approved by the Using Governmental Unit before the purchase order is issued.

INSTALLATION (Modified)

Contractor shall install all items acquired pursuant to this contract as follows: ~~Installation/setup should be included in pricing for all items in the commercial appliances lot.~~ Installation for Commercial Appliances shall include inside delivery, to a loading dock or door (including liftgate delivery service, if needed) uncrate and set in place. The cost of this service is to be included in contractor's bid price. All other custom installation requirements will be quoted and agreed to by the Using Governmental Unit prior to Contractor's acceptance of the purchase order.

The awarded contractor will be responsible for going through a basic installation verification checklist to collect all information required for a successful delivery and installation. The Using Governmental Unit will be responsible for having utilities information and measurements available when requested.

Household Appliance pricing shall include inside delivery, uncrate and set in place.

Haul-away and/or recycling of the appliance being replaced is optional. If this service is requested and requires additional cost, that additional cost will be quoted and agreed to by the Using Governmental Unit before issuing the Purchase Order.

OPERATIONAL MANUALS (JAN 2006)

Unless otherwise specified, contractor shall provide one operational manual for each item acquired. [03-3055-1]

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (JUN 2015)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

[03-3090-3]

ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (Modified)

For each reporting period, Contractor shall pay to PS a fee equal to one (1.00%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (Modified)

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

If you are offering an “or equal” product in response to the named product model within the Appliances and Kitchen Equipment Attachment, your offer must include manufacturer's latest literature showing complete product specifications. This literature must include manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of meeting the specifications of the bid notice and shall be sufficiently detailed to permit the State to properly evaluate the bid.

MINORITY PARTICIPATION (DEC 2015)

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html>
[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

QUALIFICATIONS -- REQUIRED INFORMATION (Modified)

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

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA -- BIDS (JAN 2006)

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

CALCULATING THE LOW BID

The sum total of all items will determine the lowest bidder for each lot.

This information is for use during the live online reverse auction and explains how to develop your bid for each lot. Attached to this solicitation is a spreadsheet entitled "Amended Appliances and Kitchen Equipment Attachment". Within that spreadsheet there are six (6) different tabs in the following order.

- Instructions
- Lot 1 – Commercial Equipment
- Lot 2 – Small Wares
- Lot 3 – Household Appliances
- Bid Sheet
- Bid Sheet (2)

Each tab represents one lot and is to be used during the live online reverse auction to develop your bid using the following instructions. Please note the methodology for determining the bid is described below to give the offeror a better understanding of how it works. The spreadsheet is designed to automatically perform these calculations for you on a real time basis when you enter the price information in the blue blocks on the spreadsheet. All other cells are locked.

1. Enter the vendor name.
2. Enter the Unit Price for each item in the lot. The spreadsheet will automatically calculate the Extended Price for each line item within the lot.
3. The spreadsheet will automatically calculate the total of all Extended Prices and place that value in the block entitled. "Total Extended Price for Lot X." Enter that amount as your bid for that lot for your bid at the auction.
4. The spreadsheet is interactive and designed for your use during the online reverse auction. By changing the Unit Price for any one or all items, the spreadsheet will calculate a new Total Extended Price for Lot X value.

At the completion of the online reverse auction, all vendors are required to complete the "Amended Appliances and Kitchen Equipment Attachment" and turn them in to eBridge by sending to Tara.Obannon@ebridgeglobal.com. The "Total Extended Price for Lot #" for each lot must match the last bid placed during the online reverse auction.

If the low bidder's numbers do not match (meaning the unit prices for each line item multiplied by the quantity do not equal the Extended Prices, or the total of the Extended Prices do not equal the Total Extended Price for Lot#, or the Total Extended Price for Lot# does not equal the final bid placed during the online reverse auction) their bid for that lot will be invalid and we will begin with the next lowest bid. Failure to provide the spreadsheet for each lot that was bid on will cause your offer to be rejected for the missing lot(s). For example, if Offeror A bids on all four lots but only provides spreadsheet data for Lots 1 through 3, their bid for Lot 4 will not be accepted even if it is the lowest bid.

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 non-governmental entities a percentage equivalent to any applicable

sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United 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. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

(A) After a award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the

address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2015)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

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

delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

[07-7B025-1]

CISG (JAN 2006)

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.
[07-7B030-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

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

[07-7B075-1]

DISPOSAL OF PACKAGING (JAN 2006)

Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of an agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (Modified)

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.

Pricing on this contract is based on a percentage discount of an established catalog price at the time the order is placed. After the initial term, routine price adjustments in the manufacturer's catalog do not require a change order. However, a price adjustment to the contracted percent discount will require a change order and must be requested under the terms of this clause.

This is a firm fixed price term contract. It is the intent of the Materials Management Office to maintain the percent discount being offered for the full initial term (1 year) plus the four (4) option terms (also 1 year). Offerors are encouraged to secure pricing from the manufacturers accordingly. The price adjustment clause is included so the Materials Management Office may consider a price increase in highly unusual market conditions. In the absence of highly unusual market conditions, the State intends to hold the originally awarded discount percentage flat throughout the maximum five (5) year life of the resulting contract. As an exception, the State will consider a price adjustment when the vendor is submitting an updated product for consideration under the CONTRACT PRODUCT CHANGES clause in Section III for items contained in the market basket.

PRICE ADJUSTMENTS -- LIMITED BY PPI (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 Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov (. [07-7B180-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

STATEWIDE TERM CONTRACT (DEC 2015)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. (b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. (c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the

integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms.

(d) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract.

[07-7B225-3]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT – SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

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

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

TERM OF CONTRACT -- OPTION TO RENEW (Modified)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 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 (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

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

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also

terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

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

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

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

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

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

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

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

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

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

[07-7B265-1]

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. [07-7B280-1]

VIII. BIDDING SCHEDULE /PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Declare your intent to participate by submitting a bid before the bid opening date and time.

1. Submit your Bid online through SCEIS.
2. Provide all of the information requested in Section IV.
3. Provide a copy of the signed cover page and page 2.
4. Since this is an online auction, prices will NOT be included with your bid. **When entering your bid in SCEIS place the value of one penny (\$.01) in the unit price for each line you want to qualify for in the auction.** SCEIS will not allow you to enter a zero-dollar value.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	Each		
Product Catg.: 54529 - Industrial Commercial & Professional Equip. & Supp				
Item Description: Lot 1: Kitchen Equipment				
Internal Item Number: 1				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	Each		
Product Catg.: 16507 - Cafeteria & Kitchen Equip. (Not Otherwise Class.)				
Item Description: Lot 2: Small Wares				
Internal Item Number: 2				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	Each		
Product Catg.: 04500 - HOUSEHOLD APPLIANCES				
Item Description: Lot 3: Household Appliances				
Internal Item Number: 3				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

- Amended eBridge Attachment
- Amended Appliances and Kitchen Equipment Attachment

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: <https://dor.sc.gov>

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: <https://dor.sc.gov>

[09-9005-4]

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

Purchase Order Attachment

Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE <small>(procurement officer authorized to issue purchase order and sign certification)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: "'Term contract' means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (APR 2015) -----

[09-9020-2]

Questions & Answers
STC Appliances & Kitchen Equipment
Solicitation 5400020494 Amendment #2

1. Existing contract were bid in “Lots” based on geography, which allows various vendors to hold contract for the same depending on region, this also benefits the district as it reduces installation cost, will the same apply to this solicitation?

State’s Response: *No Change. Please see Section I. Scope of Solicitation, Acquire Supplies/Equipment.*

2. Also want to confirm that every line item must be bid within a lot to be a compliant bid?

State’s Response: *No Change. Please see Section I. Scope of Solicitation, Acquire Supplies/Equipment and Section II. Instructions To Offerors – B. Special Instructions, Offering By Lot.*

3. Is the definition of your list pricing the published manufacturer suggested retail price (MSRP)?

State’s Response: *Please see Section II. Instructions to Offerors – B. Special Instructions, Price as Discount.*

4. Delivery time for commercial kitchen equipment and small wares. You have listed up to 30-day lead time for kitchen equipment and small wares. Some kitchen equipment like large conveyor dish machines and kettles have a longer 6-10 week lead time. Will this be acceptable as long as the customer is made aware at the time of the quote/order placement?

State’s Response: *Please see Section III. Scope of Work/Specifications, Delivery Date – 30 Days ARO (Modified).*

5. I believe you said the household appliances do not need to include installation. Is that correct?

6. The definition for installation is understood by end users as delivered, set in place, all connections made and ready for use. Can the wording be revised to be delivered, set in place, remove all packaging materials and final connections by others? This would eliminate confusion for the end user as to what the delivery entails.

7. Can you please specify on the installation: Will we be doing turn-key or only delivery, uncrate and set in place, with upgrades and final connections by others.

8. Can you state clearly what installation will include for the commercial kitchen equipment? It’s been my experience that it’s better to leave off installation and if the end user needs installation you work with them case by case with the local authorized service agent to provide the installation cost. Discount percentage pricing for commercial kitchen equipment typically includes delivery to a dock or door (including liftgate delivery service if needed).

You can include inside delivery, uncrate and set in place, however, this price can also vary greatly depending on the freight carrier used by each manufacturer. Some consider this white glove service and can add additional cost up to an additional \$800 depending what equipment is involved (size and weight) and what

details there are in getting the equipment from the dock to the final destination in the kitchen. (How far they need to transport heavy equipment, will it involve stairs or elevators, etc)

End users need to know they will be providing their own installation with plumbing, electrical, construction and final connections or they will expect this to be included per the contract. Or negotiated to be provided by vendor at time of purchase order.

State's Response to Questions 5-8: *Please see Section III. Scope of Work/Specifications, Installation (Modified).*

9. Can the state customers be required to provide the installation verification information to the vendor when utilities and measurements are needed to complete an install?

State's Response: *Please see Section III. Scope of Work/Specifications, Installation (Modified).*

10. What happens when actual consumption by State customers differ from projected consumption of the contract?

For Example: Is this a possible scenario? I have 10 ea cooking equipment items that I normally offer 30% off based on one factory and 10 ea cooking equipment items I normally offer 50% off based on another factory: $(10(.3) + 10(.5))/20 = .4$ combined discount offer to the state

However, when the school districts start ordering, they order 20 ea of the equipment that I would normally offer a 30% discount on and none of the equipment that I would normally offer 50% on. In the first contract year, this works out fine because you have our absolute value prices delineated in the solicitation spreadsheet. In the ensuing contract years, we could only change the price by the lot's combined discount applied to the factory's new list price. Over time the School district food directors may use the contract to get the lowest price where the averages work best for them. Where the average discount pushes up the price on a specific item, they may acquire it via another purchase vehicle. Could PPI apply in these cases?

State's Response: *Please see Amended Appliances and Kitchen Equipment Attachment.*

11. Quantities – is this a guaranteed amount? How was this calculated? Should cost be determined by these amounts?

State's Response: *The quantities provided are a best estimate based on information that the State has VII. Terms and Conditions – B. Special, Estimated Quantity – Unknown.*

12. Manufacturers typically do price increases every year and not all in the same month. Are you prepared to receive these requests monthly and to be constantly reviewing and updating the list pricing?

State's Response: *The discount (which is the price in this case) is to remain fixed per the Fixed Pricing Required Clause in Section VII. Terms And Conditions – A. General. Please see Section II. Instructions to Offerors – B. Special Instructions, Price as Discount and see Section VII. Terms and Conditions – B. Special, Price Adjustments, Price Adjustment – Limited – After Initial Term Only and Price Adjustments – Limited by PPI.*

13. Warranty – nothing is listed to represent manufacturer warranties. Some items are 1 year, others are 3 and 5 years based on water filtration etc.

14. Warranties are also not addressed. The manufacturers warranties vary and can sometimes be the deciding factor in which brand is purchased. For example: Some manufacturers offer an extra year warranty for K12 end users, some offer extra warranty if their water filtration system is purchased and installed on an ice machine, steamer or combi oven. These clauses should also be included in the item descriptions.

State's Response to Questions 13 & 14: *Please see Section VII. Terms and Conditions – B. Special, Warranty – Standard.*

15. All electric commercial equipment has various voltage and phase options that it is ordered to fit the customer's requirements. This needs to be addressed somewhere in the bid document. It is the responsibility of the end user to provide the current information to the vendor. If the wrong piece of equipment is ordered because of lack of info from the end user it would need to be returned. Standard restocking for factories is 25% plus the freight charges to send back. Who pays these fees?

16. There are no voltages listed. Equipment that is not countertop is usually 208v or 480v. 480v always has an upcharge.

17. Equipment – there is no voltage options, this will result in issues since prices can vary for voltage.

State's Response to Questions 15-17: *Offerors will bid using the 208v option for purposes of evaluation. Higher voltage, and other options necessary for proper performance of the equipment, will be addressed by the UGU on their PO are subject to the same percent discount.*

18. There are no options listed on all equipment such as casters, water treatment systems, gas hoses.. etc. These items would be an additional cost if the equipment is bid as standard on legs etc. Would you want to have options listed separately? I do see some items list casters, but others do not.

19. For commercial kitchen equipment, will end users be able to add additional accessories? You have base models listed for several items but most equipment has additional accessories offered. (casters, prison package, faucets, electrical options, etc). End user will need to be provided a quote by the vendor with the additional accessories added at the same discount rate. This should be made clear in the bid/contract for the end users.

20. Most commercial equipment have options and accessories that are custom picked by the end user to provide the customization they need for it to perform for their specific function needed. Would these items fall under the same pricing structure as the equipment? Also, if it is not stated specifically in the bid how would the end user understand they can add these items and still be in compliance?

State's Response to Questions 18 - 20: *Offerors will bid using the most basic option (legs) for purposes of evaluation. Other options necessary for proper performance of the equipment, will be addressed by the UGU on their PO are subject to the same percent discount.*

21. From our discussion, I understood that we would offer an average discount for a lot of various equipment. Maybe the ebridge training will clear some of this up but thanks for looking over these questions.

22. Discounts cannot be lumped together for most of these categories, too many brands are included and they need to be broken down to submit a % discount off. Manufacturers use such different discounting methods, it is impossible to have one for such a large category such as "cooking equipment".

Below is a example/suggestion for breaking down the categories.

1. Commercial Equipment
 - a. Cooking Equipment
 - i. Ranges
 - ii. Convection ovens
 - iii. Griddles
 - iv. Steamers
 - v. Combi ovens
 - vi. Tilt Skillets
 - vii. Kettles
 - viii. Roll-in ovens
 - b. Refrigeration Equipment
 - i. Reach-in Refrigerators and Freezers
 - ii. Ice Machine and BINS (model numbers are not current)
 - iii. Custom Walkins?? (this is not a bid item, indoor/outdoor, location, too many variables)
 - iv. Milk Boxes
 - c. Food Holding/Warming
 - i. Pass-Throughs, coolers and freezers
 - ii. Warmers/Heated reach ins (this is the same thing)
 - iii. Serving lines
 - d. Food Prep Equipment
 - i. Shredder/Slicer
 - ii. Food Processor
 - iii. Mixers
 - e. Washing Equipment
 - i. Sinks
 - ii. Dishwashers
 - f. Carts/Shelving/Storage – this category is all over the board – some items are not common commercial equipment and cannot be included and are specific to corrections.

23. As was stated in the conference yesterday, the discount structure varies greatly with commercial equipment manufacturers. For example one may give the dealer 30% while another gives the dealer 60%. If not broken down by manufacturer the costs incurred to the end user will be significantly more. For example....Item #12 Vulcan MSA48 griddle... If an end user would request a price from me on a basic natural gas unit I would quote them around \$5800. The way the bid is structured now they would pay around \$7600.00 for the same unit. Doesn't seem fair right? Not to the end user for sure but with the discount structure by lot and not manufacturer this would incur tremendous extra costs to the agencies purchasing equipment off this contract.

24. Can discount offers be associated with specific brand names?

25. The spreadsheet with individual commercial equipment unit pricing and then a general discount for the entire category is vague. As discussed yesterday in the conference call, manufacturers have different discounts and this makes pricing very difficult to offer with one general sweeping discount per category. Other state kitchen equipment contracts have vendors offer a discount percentage per manufacturer and some contracts offer manufacturer discounts individually within different categories.

Here is an example below of how it's difficult to offer one discount percentage per category:

Cooking Equipment Manufacturers-(hypothetical discounts)

Vulcan offers vendor 50% off of MSRP list price: List price \$1000 x .50 = \$500

Blodgett offers vendor 50/10/10 off of MSRP list price: List price \$1000 x 50/10/10 = \$405

Garland offers vendor 50/25 off of MSRP list price: List price \$1000 x 50/25 = \$375

This is the net pricing for the vendor per manufacturer. If they have to offer one discount for the entire category, not per manufacturer, it will have to be a much smaller discount percentage in order to protect them from losing money for the manufacturer that gives them the least amount of discount. It would be more advantageous for the state to allow discounting per manufacturer to get better pricing for the end user.

See below for examples of discounting categories and manufacturer discount for other state contracts (changed percentages to hypothetical):

Award by Category:

<u>Manufacturer</u>	<u>Discount</u>
<u>Refrigerators & Freezers</u>	
TRUE	50%
Traulsen	30%
Delfield	30%
Kolpak	25%
Continental	40%
Norlake	30%
Everest	40%
Beverage Air	40%

Award by Manufacturer:

<u>Manufacturer</u>	<u>Percentage Discount</u>
Advanced Tabco	20%
Beverage Air	34%
Blakeslee	15%
Blodgett	20%
Cambro	10%
Cecilware/Grindmaster	20%
Cleveland	20%
Cook's Brand	5%

Delfield	10%
Dormont	15%
Duke	19%
Edlund	20%

State's Response to Questions 21 - 25: *Please see Amended Appliances and Kitchen Equipment Attachment.*

26. Demos and Site Visits – There is nothing on the bid that requires or eliminates the need for a demo or pre-site inspection for the technical equipment.

27. Nothing is listed in the document concerning demos and start ups. A large number of manufacturers include free demonstrations and start ups on their equipment. The end user would not know to ask for it if not included in the description of the item.

State's Response to Questions 26 & 27: *Site visits will be coordinated as necessary with each UGU as they process their PO. If a demonstration/startup is available from a manufacturer, it would be incumbent upon the Contactor to make that known to the UGU.*

28. There has not been sufficient time to get response back from every manufacturer on their items that are listed. Some item numbers may need to be changed. Will these changes be allowed once the question and answer session has passed?

State's Response: *The Amended solicitation includes a date and time by which questions must be received. Questions will be limited to Amended parts of the solicitation only.*

29. I am a vendor for the State of South Carolina. Regarding the upcoming bid # 5400020494 for Appliances for the State of South Carolina. I presently service the appliances contract. I am unsure what your 1.5% fee is for (line item # 11). It is not clear. See attached. Are you requesting that 1.5% for the total award amount on the contract or only the individual purchase the state agency makes? The award amount on the contract is not truly the amount that the state will purchase. Exactly what am I paying for? Do I still have to pay the State's Quarterly Purchase Administration Fees?

State's Response: *SFAA, Div. of Procurement Services, MMO has partnered with eBridge to host this bidding event on its Online Bidding Platform. The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee of 1.5% of the awarded purchase price will be charged to the awarded supplier on actual purchases only. Payment to eBridge will be made monthly based upon actual purchases by any state and/or local public entity for the duration of the contract.*

The eBridge fee is separate from the State's Administrative Services fee. Both fees apply to this bid.

Questions related to the Appliances and Kitchen Equipment Attachment

1. Your excel bid file for inputting "% Discount Off" does not allow input. It is in protect mode requiring a password to unprotect in order to input the % off.

State's Response: *The % Discount off will be unlocked prior to the individual vendor training with eBridge.*

2. Commercial Equipment Item 65 is a custom walk in cooler/freezer combination. 95% of these units are custom units and you could compare them to building a house. No site is the same for a walk in just like in a house. You can have inside or outside units, sizing is specific to the site, floors or no floors, wall penetration for doors...etc. Also a walk in cannot just be sold to a customer. You have to have an experienced installer, a certified HVAC technician and electrician just like you do with building a house. These units are always bid as separate projects since they are so detailed. Item 65 should be removed from the bid.

State's Response: *Please see Amended Appliances and Kitchen Equipment Attachment.*

3. Walk-ins, serving counters usually require site visits to get dimensions, and a lot of other criteria. Would not include electrical, plumbing, installation.. Difficult to just order a Walk-in.

State's Response: *The awarded supplier will be responsible for going through a basic installation verification checklist to collect all information required for a successful delivery and install. The ordering agency will be responsible for having utilities information and measurements available when requested.*

Options and/or accessories that are listed in the description are to be included in the bid price. The awarded supplier will be required to offer all options and/or accessories not listed in the bid description at the same % discount off list as applied in the final bid for that item.

4. Dishwashers are also similar to walk-ins such as the Commercial Equipment Item #152. Too many variables to have any large dishmachines listed on a generic bid. There is a good amount of custom fabrication needed with a commercial dishwasher for ease of operation. It requires fitting the dish room. It will cause too much confusion with the end users to have these included in the bid.

5. Dishwashers really need site visits or mistakes will happen. Installation needs to be removed. Who will do electrical and plumbing upgrades or changes if necessary?

6. On the dishwashers – what voltage, steam or electric, standard or extra tall, how are the units being ventilated, accessories on a rack machine like a table limit switch. On the flight machines, steam or electric, blower dryer or no blower dryer? How long are the units? 2 tank or 3 tank?

7. Item 145 Floor troughs are also custom items designed to specifically fit a commercial kitchen where there is a need for water drainage. Since every kitchen is designed differently and uses different types of equipment this item should be removed from the bid to keep from causing confusion.

State's Response to Questions 4-7: *Options and/or accessories that are listed in the description are to be included in the bid price. The awarded supplier will be required to offer all options and/or accessories not listed in the bid description at the same % discount off list as applied in the final bid for that item.*

The awarded supplier will be responsible for going through a basic installation verification checklist to collect all information required for a successful delivery and install. The ordering agency will be responsible for having utilities information and measurements available when requested.

All other custom installation requirements will be quoted and agreed to by the Using Governmental unit.

8. Item 173 is only sold by Cooks Correctional who is not a manufacturer but a distributor. This item is made specifically for them for correctional facilities and is not available to other dealers at wholesale pricing. We would have to purchase this item just like the end user. The item should be removed from the bid.

State's Response: Please see Amended Appliances and Kitchen Equipment Attachment.

9. Serving lines are also another customized item. Every end user has different space restrictions and requirements for how many hot or cold food wells are needed. Not to mention the type of sneeze guards needed for cafeteria style versus self-serve. These should also be removed from the bid to cause confusion.

State's Response: Options and/or accessories that are listed in the description are to be included in the bid price. The awarded supplier will be required to offer all options and/or accessories not listed in the bid description at the same % discount off list as applied in the final bid for that item.

10. On the mixers, what are the voltages?

State's Response: All items are to be bid at the voltage listed with the item and/or description. Where required voltage is not listed in the item and/or description, bidders are to price it at the lowest available voltage for that item. If an item is purchased with a different voltage, the awarded supplier will provide the item at the awarded % discount for this category.

11. In the small wares section the Duralux trays are specifically purchased by the Dept of Corrections and should be marked as such. That will help from causing confusion with other end users that do use compartment trays and tumblers that are not offered in this solicitation.

12. Several items in the small wares tab have no brand or item number. Can you please add the manufacturer so the pricing that you are receiving is consistent to what is requested?

13. Item 103 on the small wares tab is way too vague. There is no model or brand. There are hundreds of options for dish dolly racks. This needs more clarification.

14. Item 105 in Small Wares is not a Foodservice item. A pallet jack is a warehouse item and should be removed from this solicitation since it is not in our field of expertise.

15. A lot of the equipment is asking for correctional or safety packages. All customers will NOT need this, correctional packages should be listed as an optional cost needed.

16. Many items in the commercial equipment lot show security packages for correctional facilities. This drives the cost up significantly. The security packages should be removed from the description and added as an option when a customer requests it.

State's Response to Questions 11-16: Please see Amended Appliances and Kitchen Equipment Attachment. Items being bid are primarily for the purpose of price comparison. The awarded supplier will honor the itemized price for equipment ordered as described. The awarded supplier will honor the % discount for items ordered other than described.

17. Ice Machines for Scotsman and Manitowoc have no bins included on bid. Ice-O-Matic has bins but old model numbers and isn't reflective of the actual purchasing options that were in the last state bid for ice machines. This is not a good representation of ice options for state entities.

18. The bins for the Ice-O-Matic should be separated from the ice machines like the Manitowoc and Scotsman units are to help from confusing the end users if they are comparing pricing. All 3 brands have many more sizes and ice options that are more popular than the ones that are listed on the bid. Also Hoshizaki is

not represented at all and they are the preferred brand for the SC Department of Corrections who is one of the largest end users in the state.

State's Response: *Please see Amended Appliances and Kitchen Equipment Attachment.*

19. On the Baxter oven do they need a correctional package? Do they need racks as well?

20. On the reach ins, do they want shelves or pan slides. Casters or legs?

State's Response to Questions 19 & 20: *Please see Amended Appliances and Kitchen Equipment Attachment. The awarded contract will include both itemized pricing and a % discount. Options and/or accessories that are listed in the description are to be included in the bid price. This is primarily for the purpose of price comparison. The awarded supplier will honor the itemized price for equipment ordered as described. The awarded supplier will honor the % discount for items ordered other than described.*

Questions & Answers
STC Appliances & Kitchen Equipment
Solicitation 5400020494 Amendment #3

Since inside delivery and set in place being requested. We have some questions to be posted. Appreciate your answering all questions here in:

1. Number of buildings?
2. Number of Floors?
3. Elevators available to contractor use for inside delivery & set in place?
4. Interior exterior entry to actual rooms?
5. Outside or inside stairwells?
6. Are permanent handrails in place & approved?
7. Access to rooms: require key or supervised entry?
8. How many units to be set in place on each floor?
9. Is this a new construction or a remodel?
10. Existing appliances to remove?
11. Is there parking lot access close to the building for unloading?
12. Trash disposal available on site?
13. Will other contractors be on site?
14. Access: Is prior approval required?

State's Response to Questions 1 – 14: *South Carolina using governmental units are located throughout the forty-six (46) counties of the state and in various office building arrangements and facilities. The details requested by your questions will be dictated by the individual orders and situations. Please see Section III. Scope of Work/Specifications, Installation (Modified). The awarded supplier will be responsible for going through a basic installation verification checklist to collect all information required for a successful delivery and install. The ordering agency will be responsible for having utilities information and measurements available when requested. All other custom installation requirements will be quoted and agreed to by the Using Governmental unit.*

15. Will there be help available to unload the appliances from the truck?

State's Response: *Contractors shall install all items pursuant to the contract and the cost for this service is to be included in the contractor's bid price.*

16. I was reading through the bid and I have a question/comment on delivery for the commercial appliances. It states on Page 18 that delivery to a loading dock or door is all for the commercial appliances. This is not going to go over well. At least the majority of K-12 customers do NOT have the ability to bring in equipment from a loading dock or back door. It really needs to read Inside delivery, uncrate, and set in place for the commercial appliances.

State's Response: *Based on vendor comments involving the varying – in number and complexity – needs for the installation of commercial appliances, the installation clause was modified. Please see Section III. Scope of Work/Specifications, Installation (Modified). The awarded supplier will be responsible for going through a basic installation verification checklist to collect all information required for a successful delivery and install. The ordering agency will be responsible for having utilities information and measurements available when requested. All other custom installation requirements will be quoted and agreed to by the Using Governmental unit.*

17. I can tell you based upon experience the end users have requested **Left Hinged Refrigerators**. This requires the installers move the hinges from the standard right side hinge to the optional left side hinge on the refrigerator door as you face it. This allows for the end user to be able to open the refrigerator doors in the space available. End users will not have the tools nor the know-how to complete this requirement themselves. I recommend you add this requirement of your vendors or you will have problems as that service must be ordered prior to delivery. We offered this service at no cost but needed to ask the end users preference before ordering. If that service is not listed on the work order it will not be done.

State's Response: *Offerors will bid using the most basic option (legs, hinge placement, etc.) as specified for purposes of evaluation. Other options necessary for proper performance of the equipment in a specific environment will be addressed by the UGU on their PO are subject to the same percent discount as awarded.*

18. I can tell you based upon experience the end users have requested we **haul-away/recycle the old appliance we are replacing**. I recommend you add this requirement of your vendors or you will have problems as that service must be ordered prior to delivery. We offered this service at no cost but needed to ask the end users preference before ordering. If that service is not listed on the work order it will not be done.

State's Response: *Haul-away and/or recycling of the appliance being replaced is optional. If this service is requested and requires additional cost, that additional cost will be quoted and agreed to by the Using Governmental Unit before issuing the Purchase Order.*

19. I was also asked by a manufacturers rep if alternates/equals would be accepted. I saw in the bid to bid as specified, but then later read if submitting an equal, information would need to be sent, such as spec sheets.. I need clarification on that. Thank you.

State's Response: *Yes, if you offer an alternative/equal item, specification/product sheets should be submitted for evaluation and review. Please see section II. Instructions to Offerors – A. General Instructions, Responsiveness/Improper Offers, item (f). Also, see section II. Instructions to Offerors – B. Special Instructions, Descriptive Literature – Labelling (Modified) and Descriptive Literature – Required (Modified).*

Exhibit C

RFx Response - SAP NetWeaver Portal - Google Chrome

https://sapsrm.sc.gov/irj/portal?NavigationTarget=navurl%3A%2F%2F03b7845c8c0d54f8c9016fdad9cf77b&PrevNavTarget=navurl%3A%2F%2Fcf44b83c3e8602ce027048c3284b022a&NavMode=3&CurrentWindowId=WIDxDefaultExternal1619015128463

Options

Display RFx Response:

Print Preview

Close

Export

Create Contract

Publish To Catalog

RFx Response Number 5500073364

RFx Name STC FOR APPLIANCES & KITCHEN EQUIPMENT

Status Accepted

Supplier Name CULINARY DEPOT

Target Value 0.02 USD

RFx Number [5400020494](#)

Rfx Information

Items

Notes and Attachments

Approval

Tracking

General Data


Notes and Attachments

Questions

Messages

Payment

Question	Reply	Comment	Weighting	Score
* The bidder has read and understands all Amendments.:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text"/>	<input type="text"/> 0.00	
* 1. The Submitter has read and understands the terms and conditions of this solicitation.:	<input type="text"/> Yes. I have read and understand the terms and conditions.	<input type="text"/>	<input type="text"/> 0.00	
* 2. The offer is in accordance with the terms and conditions of this solicitation.:	<input type="text"/> Yes. I am in accordance with the terms and conditions.	<input type="text"/>	<input type="text"/> 0.00	
* Is Offeror's reporting and fees up-to-date as of bid closing?:	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="text"/>	<input type="text"/> 0.00	

	State of South Carolina Reverse Online Auction	Solicitation: 5400020494
		Date Issued: 12/30/2020 Procurement Officer: DEANA REED-SHARPE Phone: 803-896-6389 E-Mail Address: drsharpe@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: STC FOR APPLIANCES & KITCHEN EQUIPMENT

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/03/2021 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **01/12/2021 3:00 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) - Electronic Submission preferred**

CONFERENCE TYPE: **Pre-Bid**
 DATE & TIME: **01/12/2021 10:00 AM**

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

LOCATION: **This meeting will be held via Webex only. Refer to Section IIB, "Conference Pre-Bid/Proposal" for instructions to attend the meeting.**

AWARD & AMENDMENTS

Award will be posted on **02/23/2021**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

NAME OF OFFEROR <i>Culinary Depot</i> (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <i>[Signature]</i> (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED <i>2/3/21</i>
TITLE <i>Sales Executive</i> (business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME <i>Yitzi Shaps</i> (printed name of person signing above)	STATE OF INCORPORATION <i>NY</i> (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☒ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 67 RT 59 Spring Valley NY 10977 DUNS Number: _____	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) 845 414 2402 Area Code - Number - Extension Facsimile yitzis@cv/miry.depot.com E-mail Address
---	---

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <input checked="" type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	1/22						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply per 11-35-1524(E)(3)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply per 11-35-1524(E)(3)

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (Modified)

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

If you are offering an "or equal" product in response to the named product model within the Appliances and Kitchen Equipment Attachment, your offer must include manufacturer's latest literature showing complete product specifications. This literature must include manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of meeting the specifications of the bid notice and shall be sufficiently detailed to permit the State to properly evaluate the bid.

MINORITY PARTICIPATION (DEC 2015)

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: NY

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.)

	State of South Carolina Reverse Online Auction Amendment #3	Solicitation: 5400020494 Date Issued: 02/19/2021 Procurement Officer: DEANA REED-SHARPE Phone: 803-896-6389 E-Mail Address: drsharpe@mimo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO PO Box 101103 Columbia SC 29211

DESCRIPTION: STC FOR APPLIANCES & KITCHEN EQUIPMENT

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **02/26/2021 11:00 AM** (See "Deadline For Submission Of Offer" provision)

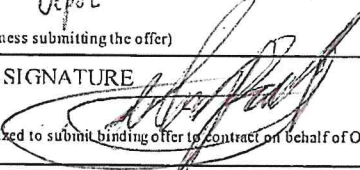
QUESTIONS MUST BE RECEIVED BY: **02/17/2021 10:00 AM** Questions limited to Amended Parts Only (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) - Electronic Submission preferred**

CONFERENCE TYPE: Pre-Bid DATE & TIME: 01/12/2021 10:00 AM N/A (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: This meeting will be held via Webex only. Refer to Section IIB, "Conference Pre-Bid/Proposal" for instructions to attend the meeting.
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AWARD & AMENDMENTS	Award will be posted on a date to be determined 03/24/2021 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <i>Chefs Depot</i> (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	
TITLE <i>Contract Specialist</i> (business title of person signing above)	DATE SIGNED <i>2/24/21</i>
PRINTED NAME <i>Eli Potash</i> (printed name of person signing above)	STATE VENDOR NO. <i>700043829</i> (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
	STATE OF INCORPORATION <i>NY</i> (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☒ Corporate entity (not tax-exempt) ☐ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) <p align="center">67 Rt 59 Spring Valley NY 10977</p>	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <p align="center">845 414 2402 845 352 2700</p> <p align="center">Area Code - Number - Extension Facsimile</p> <p align="center">51215@culinarydept.com</p> <p align="center">E-mail Address</p>
DUNS Number: _____	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <p align="center">/</p> <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address (check only one)</p>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <p align="center">/</p> <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address (check only one)</p>
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	1/24/21	2	2/12/21	3	2/19/21		

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply per 11-35-1524(E)(3)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply per 11-35-1524(E)(3)

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (Modified)

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

If you are offering an "or equal" product in response to the named product model within the Appliances and Kitchen Equipment Attachment, your offer must include manufacturer's latest literature showing complete product specifications. This literature must include manufacturer's complete printed specifications covering the class or type of equipment covered by the bid. This material shall show reasonable evidence of meeting the specifications of the bid notice and shall be sufficiently detailed to permit the State to properly evaluate the bid.

MINORITY PARTICIPATION (DEC 2015)

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.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:
<http://osmba.sc.gov/directory.html>
[04-4015-3]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Declare your intent to participate by submitting a bid before the bid opening date and time.

1. Submit your Bid online through SCEIS.
2. Provide all of the information requested in Section IV.
3. Provide a copy of the signed cover page and page 2.
4. Since this is an online auction, prices will NOT be included with your bid. When entering your bid in SCEIS place the value of one penny (\$0.01) in the unit price for each line you want to qualify for in the auction. SCEIS will not allow you to enter a zero-dollar value.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	Each		
Product Catg.: 54529 - Industrial Commercial & Professional Equip. & Supp				
Item Description: Lot 1: Kitchen Equipment				
Internal Item Number: 1				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	Each		
Product Catg.: 16507 - Cafeteria & Kitchen Equip. (Not Otherwise Class.)				
Item Description: Lot 2: Small Wares				
Internal Item Number: 2				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	Each		
Product Catg.: 04500 - HOUSEHOLD APPLIANCES				
Item Description: Lot 3: Household Appliances				
Internal Item Number: 3				
Question		Mandatory / Optional	Multiple Responses Accepted?	Response
Are you entering a bid for this line item?		Mandatory	No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No