



EXHIBIT A

March 31, 2026

VIA EMAIL

Chief Procurement Officer
Materials Management Office
1333 Main Street, Suite 700
Columbia, SC 29201
protest-mmo@mmo.state.sc.us

**Re: Formal Protest of Award — Solicitation No. 5400029211
STC for Appliances and Kitchen Equipment — Lot 1
(Commercial Equipment)
Award to Singer Equipment Company**

Dear Chief Procurement Officer:

On behalf of Culinary Depot, Inc. (“Culinary Depot” or “Protestant”), this letter constitutes a formal written protest of the award of Lot 1 (Commercial Equipment) under Solicitation No. 5400029211 to Singer Equipment Company (“Singer”), pursuant to S.C. Code Ann. § 11-35-4210 and S.C. Code Ann. Reg. 19-445.2145.

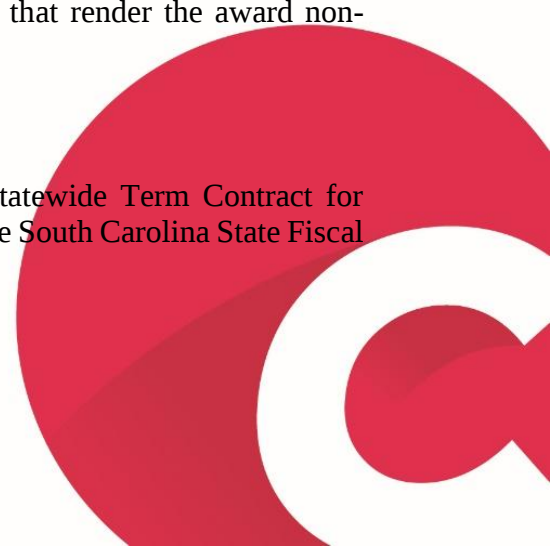
The award notice was posted on March 19, 2026. This protest is timely filed within the fifteen (15) day protest period prescribed by § 11-35-4210(1)(b).

Culinary Depot submitted a responsive and responsible offer under this solicitation and is an aggrieved party within the meaning of § 11-35-4210(1)(a). Culinary Depot served as the incumbent contractor for this Statewide Term Contract over the past five years, performing all obligations without complaint, deficiency, or corrective action. Through that performance, Culinary Depot possesses direct knowledge of the operational, logistical, and pricing requirements necessary to properly execute a contract of this scale and complexity.

As set forth below, the award to Singer is materially flawed and contrary to the express requirements of the solicitation and applicable South Carolina procurement law. The deficiencies identified are not minor or technical; they are fundamental defects that render the award non-compliant and the resulting contract non-executable.

FACTUAL BACKGROUND

Solicitation No. 5400029211 is a Reverse Online Auction for a Statewide Term Contract for Appliances and Kitchen Equipment, issued December 29, 2025, by the South Carolina State Fiscal





Accountability Authority, Division of Procurement Services. The solicitation was amended four times, with the final submission deadline of February 26, 2026.

The solicitation structure requires offerors to bid a percentage catalog discount by manufacturer against a market basket of items in each lot. Section III of the solicitation (Scope of Work/Specifications) expressly requires that all pricing be based on “the established catalog price as defined in §11-35-1410(4),” and that bids “be based on the established catalog price in effect at the time of bid submission.” It further states: “No specialized catalog price is acceptable.”

Singer’s Attachment A bid tabulation for Lot 1 reflects discounts across approximately fifty (50) manufacturers, with a total discounted aggregate bid of approximately \$8,907,459. Singer was awarded Lot 1 on March 19, 2026.

GROUND FOR PROTEST

A. Singer’s Pricing Violates Manufacturer Minimum Resale Price Policies and Cannot Be Honored Through Authorized Distribution Channels

The solicitation requires that pricing reflect actual, executable catalog-based transactions. An offer that cannot be performed as submitted is not a “bona fide” offer and fails to constitute “an unambiguous offer to enter into a contract with the State” as required by the solicitation’s Responsiveness clause (§ 02-2A105-3). Such an offer is nonresponsive and may not serve as the basis for award.

Hatco Corporation, a manufacturer included in the Lot 1 bid schedule, maintains and enforces a Minimum Resale Price Policy (attached hereto as Exhibit A). That policy, effective January 1, 2015, prohibits any authorized Hatco dealer from selling Hatco products at an effective price less than 45% off published list prices. The policy is non-negotiable and applies to all sales transactions, not merely advertised pricing.

Singer’s bid reflects a 50.1% discount on Hatco products. This exceeds Hatco’s maximum allowable discount by more than five percentage points. Applied to the Hatco aggregate extended list of \$35,111, Singer’s bid produces a net price of \$17,520—while the Hatco MAP floor (55% of list) requires a minimum net of \$19,311. Singer’s Hatco pricing is \$1,791 below the manufacturer-imposed floor and cannot be honored through any authorized distribution channel.

The consequences are concrete: if Singer attempts to transact at the bid pricing, Hatco will either refuse to honor the sale or subject Singer to penalties including removal from Hatco’s authorized dealer list. In either case, State agencies will be unable to purchase Hatco products at the awarded contract pricing. This renders the contract inoperable for those products.

Upon information and belief, other manufacturers within Singer’s Lot 1 bid similarly maintain price policies or authorized dealer pricing that Singer’s discounts exceed. The pattern of aggressively low discount percentages across multiple manufacturer lines



raises substantial questions as to whether Singer's overall bid pricing can be honored in the marketplace.

B. Singer's Pricing Fails to Comply with Section III's Established Catalog Price Requirements

Section III of the solicitation incorporates the requirements of S.C. Code Ann. § 11-35-1410(4), which defines "established catalog price" as a price that: (a) applies to a published catalog, price sheet, or schedule; (b) is regularly maintained by a manufacturer or vendor; (c) is either published or otherwise available for customer inspection; and (d) reflects prices at which sales are currently or were last made to a significant number of buyers in the general buying public.

The solicitation expressly states: "No specialized catalog price is acceptable."

Pricing that violates manufacturer-imposed minimum resale thresholds cannot, by definition, represent prices "at which sales are currently or were last made to a significant number of buyers." A price that no authorized dealer is permitted to charge is not an "established" price within the meaning of the statute. Singer's Hatco pricing—and, upon information and belief, its pricing for additional manufacturers—constitutes artificially constructed pricing structure that does not reflect actual marketplace transactions and is therefore non-compliant with Section III.

C. Singer's Bid Exhibits Materially Unbalanced Pricing

The solicitation's Pricing clause (§ 02-2A082-1) expressly authorizes the State to "analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced" and provides that "[u]nbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated." The clause further authorizes the Procurement Officer to reject an offer as unreasonably priced if unbalanced pricing "increases performance risk" or "could result in payment of unreasonably high prices."

This raises serious concerns that Singer's pricing is unbalanced. The practical effect is that the State's agencies may not be able to purchase the equipment it needs. This is precisely the performance risk scenario contemplated by the solicitation's "increases performance risk" provision.





D. The Award Is Based on an Offer That Is Nonresponsive as a Matter of Law

Under the solicitation's Responsiveness provision (§ 02-2A105-3), "[a]n offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements."

An offer premised on pricing that cannot be transacted in authorized commercial channels does not constitute an unambiguous offer to perform. It is, in effect, illusory—a promise that cannot be kept. The State's Responsiveness clause further provides that "[o]ffers for supplies or services other than those specified will not be considered unless authorized by the Solicitation." Pricing that triggers manufacturer penalties, supply restrictions, or dealer de-authorization will necessarily result in Singer being unable to supply the specified products at the specified prices, or being forced to substitute unauthorized goods.

Additionally, the solicitation's "Offering by Lot" clause (§ 02-2B095-1) provides that "[f]ailure to offer on all items within a lot will be reason for rejection." To the extent that items were removed from Singer's evaluative bid tabulation because Singer failed to provide required pricing, Singer's offer did not comply with this mandatory completeness requirement and should have been rejected as nonresponsive.

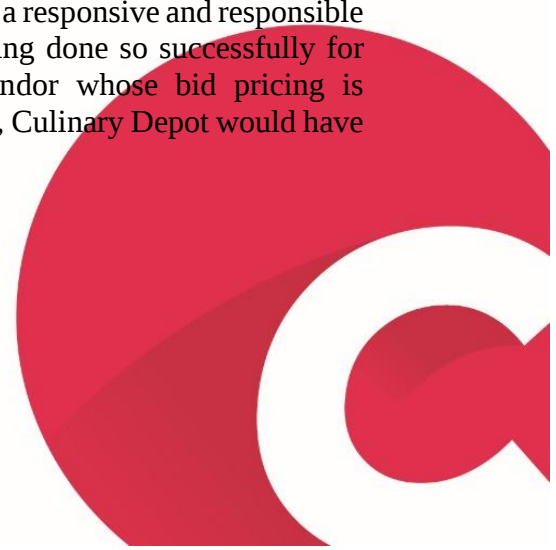
Award may not lawfully be made on a nonresponsive offer. S.C. Code Ann. § 11-35-1520(10).

E. The Responsibility Determination Is Unsupported

S.C. Code Ann. § 11-35-1810 requires that award be made only to a responsible offeror—one that has the capability and capacity to perform the contract requirements. An offeror that cannot procure goods at its submitted pricing due to manufacturer-imposed restrictions lacks a fundamental prerequisite to performance.

The documented Hatco MAP violation demonstrates that Singer cannot fulfill at least a portion of the contract as bid. To the extent the State's responsibility determination did not account for Singer's ability to actually procure and deliver goods at the bid pricing through authorized channels, that determination is arbitrary and unsupported by the record.

Culinary Depot is directly and materially prejudiced by this award. As a responsive and responsible offeror with demonstrated capability to perform this contract—having done so successfully for five years—Culinary Depot stands to lose the contract to a vendor whose bid pricing is commercially unachievable. But for the deficiencies identified herein, Culinary Depot would have a substantial chance of receiving the award.





Based on the foregoing, Culinary Depot respectfully requests that the Chief Procurement Officer:

1. Set aside the award of Lot 1 to Singer Equipment Company.
2. Determine Singer's offer to be nonresponsive due to its inability to perform at the bid pricing and its failure to comply with the solicitation's material pricing requirements;
3. Reject all bids submitted under this solicitation due to compromised pricing integrity
4. Cancel and rebid the solicitation to ensure compliance with the solicitation requirements.

Culinary Depot appreciates the opportunity to bring these matters to the attention of the Chief Procurement Officer and respectfully requests prompt consideration of this protest.

Respectfully submitted,

Eli Potash

Eli Potash
Director of Sales & Government Contracts,
Culinary Depot, Inc.
elip@culinarydepot.com

cc: Ollie Marie Jackson, Procurement Officer



EXHIBIT B

	State of South Carolina Reverse Online Auction Amendment #3	Solicitation: 5400029211 Date Issued: 2/10/2026 Procurement Officer: OLLIE MARIE JACKSON Phone: 803-896-6389 E-Mail Address: OMJACKSON@MMO.SC.GOV Mailing Address: SFAA, Div. of Procurement Services 1333 Main St. Suite 700 Columbia SC 29201-3734
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DESCRIPTION: **STC for Appliances and 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): **2/26/2026 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/17/26 11:00 AM** (**Questions limited to Amended Portion Only**)

NUMBER OF COPIES TO BE SUBMITTED: **One (1)**

CONFERENCE TYPE: N/A DATE & TIME: N/A (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: N/A
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AWARD & AMENDMENTS	Award will be posted on 03/19/2026. 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 (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)

(Return Page Two with Your Offer)

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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SECTION_VIII Error!
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SECTION_IX 32

IMPORTANT NOTICE: In order to provide a more manageable solicitation, the State has opted to issue a completely new document. This approach has been selected 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 SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)

The State of South Carolina is seeking to purchase industrial commercial appliances and cafeteria kitchen equipment through an online reverse auction. All household appliances are excluded. This solicitation will establish the responsive and responsible Offerors eligible to participate in the online reverse auction that will establish the greatest catalog discount and resulting in the lowest price for the State. Contracts will be awarded to one Offeror by lot(s) in accordance with the bid schedule.

As part of the online reverse auction process, you will receive communications directly from EasiBuy prior to placing your bid. 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 to participate in the online reverse auction, EasiBuy will need the information before you may participate. Providing them with the information prior to bid opening will have no impact on your bid acceptance. Should Offerors have any questions regarding EasiBuy or its policies and procedures, those questions shall be addressed directly to EasiBuy. The State will not entertain or respond to questions that are considered internal to EasiBuy, just as EasiBuy 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 an agreement to the contract terms and conditions before the “Submit Offer By” date and time indicated on the solicitation cover page.

1. Submit your offer online through SCEIS.
2. Include in your offer all of the information requested in the solicitation (see Section IV).
3. Include in your offer a copy of the signed Cover Page and Page Two.
4. Since this is an online auction, you will need to complete Attachment A Bidding Schedule for each item. You will then upload your Attachment A Bidding schedule into SCEIS. For each Lot(s) that you are making an offer on you will enter the value of one penny (\$.01) indicating that you are making an offer on that particular lot. **DO NOT ENTER THE ONLINE PRICING ONLY.** Bidding prices will NOT be included with the offer you submit in SCEIS.

Step 2 – Qualification Determination

The State will examine the information provided by all Offerors submitting their agreement to the contract terms and conditions to ensure it meets the specifications established in the solicitation. IMPORTANT NOTE: The information you provide with your agreement is NOT evaluated to determine final award. It is only used to ascertain the offer's initial responsiveness BEFORE pricing is submitted, and to ascertain the Offeror's responsibility as required by S.C. Code Section 11-35-1810.

Failure to provide all of the requested documents/information with your offer could result in a determination of non-responsiveness or non-responsibility, and you may NOT be permitted to participate in the auction. Please refer to Section IV, Information for Offerors to Submit, for information on what is required. All responsive and responsible Offerors will be permitted to participate in the online auction.

Step 3 – EasiBuy Training

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

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 the schedule will remain unchanged. 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 EasiBuy.

~~January 12~~ February 17, 2026 – Questions Due

~~February 11~~ February 26, 2026 – Submission Deadline / Agreement to Contract Terms and Conditions Due

~~February 13~~ March 2, 2026 – Qualified Vendors Notification from EasiBuy

~~February 18-20~~ March 3-5, 2026 – Vendor training with EasiBuy

~~February 24~~ March 10, 2026 – Online Reverse Auction

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

The estimated start date for this contract is **4/14/2026** and the estimated end date is **4/13/2031**. The initial term of the contract is for one (1) year with the potential for four (4) optional one-year terms. **Dates provided are estimates only.** Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/Initial Contract Period”.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, 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 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 mean 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 (MAR 2024)

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, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

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]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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. [02-2A032-2]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.
- [02-2A035-1]

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 (APR 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

- (a) You certify that, to the best of your knowledge and belief:
- (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
 - (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or 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.
- (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of

this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DEADLINE FOR SUBMISSION OF OFFER (2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)][02-2A050-1]

DRUG FREE WORKPLACE 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]

MULTIPLE OFFERS (MAR 2024)

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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT TAXES FROM PRICE (JAN 2004)

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

PRICING (MAR 2024)

(a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

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 (MAR 2024)

(a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

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 (JUN 2017)

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. 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 QUESTION. 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 IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS (MAR 2024)

(a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

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]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree 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 you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

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]

VENDOR REGISTRATION MANDATORY (MAR 2024)

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 Doing Business with Us. Then 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 and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (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 South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

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

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 "Doing Business with Us" and then "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.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

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

(b) by post or delivery to 1333 Main Street, Suite 700, Columbia, SC 29201.

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The State of South Carolina is seeking to purchase industrial commercial appliances and cafeteria kitchen equipment through an online reverse auction. All household appliances are excluded. This solicitation will establish the responsive and responsible Offerors eligible to participate in the online reverse auction that will establish the greatest catalog discount and resulting in the lowest price for the State. Contracts will be awarded to one Offeror by lot(s) in accordance with the bid schedule.

The State has a market basket for each lot commercial equipment, and small ware kitchen equipment which will require a percentage discount off the catalog List. You will also be required to offer a percentage discount of the remaining manufacturer's catalog, which will be part of the evaluation. The discount shall remain the same throughout the term of the contract, including any renewal options. To offer a catalog percentage discount, the offeror must be able to offer the percentage discount according to South Carolina Procurement Code §11-35-1410(4).

Your discount must apply to a published catalog, price sheet, or price schedule that:

- (a) is regularly maintained by a manufacturer or vendor of an item;
- (b) is either published or otherwise available for inspection by customers;
- (c) states prices at which sales are currently or were last made to a significant number of buyers constituting the general buying public for the supplies, services, or information technology involved.

The pricing in this catalog is the established catalog price as defined in §11-35-1410(4). Your bid must be based on the established catalog price in effect at the time of bid submission. This pricing will remain in effect for the initial term of the contract, except that the State shall receive the benefit of any price reductions. **No specialized catalog price is acceptable.**

Lot 1 – Commercial Equipment refers to tools, appliances or machinery designed for heavy-duty, high-volume use in professional or industrial settings like buildings, offices or schools. Built with durable materials and advanced engineering and intended to withstand frequent use and deliver consistent performance. They include, but are not limited to, dishwasher, ovens, grills, blenders, toasters, meat grinders, food slicers, fryers, burners, range, heat lamps, steamers, refrigerators, mobile coolers, freezers, ice machines, patient tray carts, food processors, banquet carts, recycling system disposer panels and exhaust systems.

Lot 2 – Small Ware are essential, smaller kitchen tools, utensils and tabletop items for food prep, cooking, and serving. They include, but are not limited to, whisks, pots, pans, trays, bowls, knives, flatware, utility carts, can openers, dispensers, thermometers, mopping combos and scales.

BID BRAND NAME OR EQUAL

(Note: As used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bid and are determined by the State to meet fully the relevant characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering the brand name product referenced in the solicitation.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the State and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the procurement officer. **CAUTION TO BIDDERS.** The procurement officer is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the procurement officer. Accordingly, to ensure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cutsheets, illustrations, drawings or other information) necessary for the procurement officer to:

(i) Determine whether the product offered meets the salient characteristics requirement of the solicitation, and

~~(ii) Establish exactly what the bidder proposes to furnish and what the State would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the procurement officer.~~

~~If bidding equal, the vendor shall put the indicate the make, model, feed width, capacity #20/#16, shred size, and waste volume gallons. Information in the Attachment A Bidding Schedule spreadsheet for each item(s) that is a Requested Alternate, or "equal". If bidding equal, descriptions of the item and the unit of measure shall match.~~

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

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 (JAN 2006)

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. [03-3037-1]

INSTALLATION (MODIFIED)

Contractor shall install all items acquired pursuant to this contract as follows: Installation for Commercial Appliances shall include inside delivery, 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.

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]

CONTRACT PRODUCT CHANGES (MODIFIED)

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.

ADMINISTRATIVE SERVICES FEE - COLLECTION AND REPORTING (MAR 2024)

(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

1333 Main Street, Suite 700

Columbia, SC 29201

Phone: (803) 737-1254 (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.

ADMINISTRATIVE SERVICES FEE - CALCULATION - SPO (MAR 2024)

For each reporting period, Contractor shall pay to Procurement Services a fee equal to **one and one quarter (1.25%)** percent of the total dollar amount of purchases made by any public procurement unit from Contractor pursuant to this contract (excluding sales taxes and adjusted for credits or refunds). [03-3096-2]

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.

In addition to the items listed above, Offerors should attach a completed copy of Attachment A Bidding Schedule **Do Not List the Online Pricing Only**, and Attachment B Point of Contact.

~~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.~~

ONLINE REVERSE AUCTION

Offerors should take SPECIAL NOTICE that pricing will be determined via an online reverse auction conducted by EasiBuy, in accordance with the terms of this solicitation. The bidder’s final submitted pricing from the online reverse auction will then be submitted upon conclusion of the online reverse auction process.

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.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

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 low bid will be calculated per Lot. Responsive and responsible offerors may participate in the online reverse auction held on the basis of percent discount off catalog for market basket items, and a percentage discount of non-market basket (remaining manufacturer's catalog) item. After the online reverse auction is held, the bid with the greatest percentage Discount, as reflected in the Attachment A Bidding Schedule submitted after the online reverse auction, will be considered the low bid for that Lot. [06-6050-1]

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 AWARDED PURSUANT TO CODE (MAR 2024)

Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MAY 2024)

(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]

EFT INFORMATION (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). Additional information is available at the STO's website at <https://treasurer.sc.gov> (.). The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-2]

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 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 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]

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT and INTEREST (FEB 2021)

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 electronic funds transfer (EFT). See clause titled " EFT Information." (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. [07-7A055-4]

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]

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

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]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

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]

ILLEGAL IMMIGRATION (NOV 2008)

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

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

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

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

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

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

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

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

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (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 manufacturer's catalog price at the time the order is placed. After the initial term, routine price adjustments in the 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.

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 THE PARTIES (JAN 2006)

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

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 CONTRACT – MANDATORY (MAY 2024)

(a) With this solicitation, the state seeks to establish a contract available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). This contract is a "term contract" as defined in Section 11-35-310(37). Accordingly, use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances. 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(24) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State is 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 will 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 authorized in writing by the Chief Procurement Officer.

(c) Subject to the limitations herein, a Using Governmental Unit may include "additional contract terms" in a purchase order. For purposes of this paragraph, "additional contract terms" shall mean only terms included to either: (i) comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Additional contract terms may not be used if they will result in an increase in pricing or materially alter the scope of work, regardless of whether the Contractor accepts the terms. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes

of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order.

(d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest."

(e) 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 contract; or (4) terminate the contractor's award of any other statewide contract. [07- 7B225-4]

STATEWIDE CONTRACT – MANDATORY [TERM]- ACCEPTANCE OF OFFERS 10% BELOW PRICE (MAY 2024)

Pursuant to Section 11-35-310(37), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price 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 acquisitions pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-2]

STATEWIDE CONTRACT -MANDATORY- SCOPE (MAY 2024)

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. [07-7B230-2]

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) one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (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 one (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 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 by 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	☐ Yes ☐ 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	☐ Yes ☐ No

X. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A – **Amend 3** - Bidding Schedule

Attachment B - POC

Attachment C - Draft Reporting Template

Attachment D – EasiBuy Terms and Conditions

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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: **dor.sc.gov**

[09-9005-5]

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 (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	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 (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	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 and Kitchen Equipment

Solicitation#5400029211 - Amendment 1

1. As a manufacturer's rep, since we will not receive payment from SC – do I need to register with SCEIS to receive communication concerning state contracts & bids?

State's Response: *No change. Refer to Section II. Instructions to offerors - a. General instructions Vendor Registration Mandatory clause. Only entities making an offer need to register.*

2. For model number change, what is the deadline for changes/corrections on the bid?

3. If there are model number changes during the bid period – do we need to alert you asap?

State's Response (Q2 & Q3): *No change. Submit the model number in effect at the time of the offer is submitted.*

4. Where do I find the spreadsheet containing the items & model numbers?

State's Response: *No change. All documents related to the solicitation may be found at the link below.*

<https://apps.sceis.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400029211>

5. If we have a new product – is it too late to request adding it to the bid list?

State's Response: *No change. The intent of the bid schedule is not to capture every available item under the contract. It is meant to capture the most popular items, previously purchased by South Carolina entities. Additional items may be sold under the catalog discount.*

6. How do you accurately bid the pricing on the bid itself?

State's Response: *No change. Refer to Bidding Instructions in Attachment A on the "Instructions Tab".*

7. Do we need to account for the 2.25% in our bid pricing?

State's Response: *No change. Yes, pricing must include all fees and work necessary to perform under the contract.*

8. As a manufacturer's rep for Champion dish machines, which are listed, and Rational Combi Ovens, can we get the following Champion items added to this solicitation.

- 66PRO
- DH-6000T-VHR (This is the ventless model of the unit you already have listed.)
- Rational Combi Ovens
- ICombi Pro:
- ICP 6-FULL E

- ICP 6-FULL Gas
- ICP 10-FULL E
- ICP 10-FULL Gas
- ICP 20-FULL E
- ICP 20-FULL Gas

State's Response: *No change. The intent of the bid schedule is not to capture every available item under the contract. It is meant to capture the most popular items, previously purchased by South Carolina entities. Additional items may be sold under the catalog discount.*

9. For large kitchen equipment, deliver, uncrate, and set-in-place can mean many different things, depending on end users' facility. Depending on facility requirements, this could mean a straight path, without impediment, from dock to item placement (I would call this 'standard'). However, location may have stairs, elevators, other physical impediments that require additional labor and time (hence increased cost). Can the solicitation declare what I refer to as 'standard' deliver/uncrate/set-in-place conditions as the model for pricing considerations and cases other than 'standard' be at a case-by-case negotiated cost?

NOTE: Having been involved with State term contracts for 20 years, my belief is that asking vendors to price out this service causes all bidding parties to offer less discount to cover non-standard instances, which overall is detrimental to state securing best possible pricing.

10. For facilities that require 'liftgate' delivery (no standard dock available), can a separate line-item charge for this service be assessed?

State's Response (Q9& Q10): *No change. The State cannot attempt to define what a "standard" delivery looks like for this contract. 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.*

11. Are smallwares subject to the same deliver/uncrate/set-in-place requirement as large equipment?

State's Response: *No change. Smallware items shall be delivered to location listed on the purchase order. In the event there is a bulk/crated order, vendor shall uncrate boxes if requested by the UGU. No setup or installation should be required.*

12. At times, pallet quantities of smallwares are ordered (trays, food pans, etc). Typically, these are delivered by LTL truck and dropped at receiving dock. Is that permissible?

State's Response: *No change. Yes. Refer to Section III. Scope of Work/Specifications. Delivery/Performance Location – Purchase Order (JAN 2006).*

13. Small quantities of smallwares are generally delivered ground service (FedEx/UPS) and not inside/set-in-place. Confirm this is acceptable.

State's Response: *No change. Yes. Refer to Section III. Scope of Work/Specifications. Delivery/Performance Location – Purchase Order (JAN 2006).*

14. Will state personnel be responsible for inspecting delivered equipment shipments for damage, making appropriate notes on shipment BOL, and reporting back to vendor any issues?

State's Response: *No change. The Using Governmental Unit (UGU) will be the responsible party.*

15. Will state accept restock fees for items they order in error and seek to return? Same question for equipment ordered with incorrect utilities or configuration. (All equipment manufacturers charge vendors restock fees for equipment they agree to accept back).

State's Response: *No change. It is the responsibility of the vendor AND the UGU to ensure the proper equipment is requested prior to issuing the purchase order.*

16. Please confirm that state acknowledges manufacturers will change their MSRP (list) price on products during the course of the year, and that vendor's only need to maintain bid discount percentage regardless of MSRP changes.

State's Response: *No change. It is understood that the MSRP may fluctuate during the term of the contract and that the contracted percent discount will be applied to the MSRP at the time the order is placed.*

17. There are some equipment items in Lot 1. that are 'countertop' in nature (i.e. heat lamps, microwaves, toasters, coffee brewers), are these items subject to inside delivery/uncrate/set-in-place? These would normally be ground delivery only (via FedEx/UPS).

State's Response: *No change. Yes. Refer to Section III. Scope of Work/Specifications. Delivery/Performance Location – Purchase Order (JAN 2006).*

18. Will the contract be awarded in the same way that it was during the last term brand vs item? (see attached brand and discount list)

State's Response: *No change. Contracts will be awarded to one Offeror by lot(s) in accordance with the bid schedule.*

19. Can we add additional brands? I would specifically like to add Convotherm and Garland to the list of brands. I have several school districts that currently buy these brands (Charleston County and Laurens 55 and many more) Having these on the state contract would help the procurement process for the school districts. Here are the brands and model numbers that are most commonly bought by school districts in SC.

Convotherm Models:

C4 ET 6.20 EB-N (electric model)

C4 ET 6.20 GB-N (gas model)

Garland Models:

MCO-GS-10-S (single oven, gas)

MCO-GS-20-S (double stack, gas)

MCO-ES-10-S (single oven, electric)

MCO-ES-20-S (double oven, electric)

State's Response: *No change. This solicitation is not inclusive of all brands and/or models. It represents the more commonly used items.*

20. Can you submit a proposal for just Lot 1 or Lot 2?

State's Response: *No change. Refer to Section II. Instructions To Offerors – B. Special Instructions. 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]

21. Is Lot 1 and Lot 2 bidding concurrently at the same time?

State's Response: *No change. Refer to Section II. Instructions To Offerors – B. Special Instructions - On-line Bidding Instructions, Attachment A Bidding Schedule and Attachment D EasiBuy Terms and Conditions for all details on bidding.*

22. If the winning dealer is caught drop-shipping orders, how will the state handle this breach of contract? What are the repercussions for a dealer drop-shipping their orders when the contract calls for set-in-place?

State's Response: *No change. Refer to Section VII. Terms And Conditions – B. Special Default (Jan 2006) clause.*

23. Are there any parameters for removing a vendor from the state contract after award for non-compliance?

State's Response: *No change. Refer to Section VII. Terms And Conditions – B. Special Default (Jan 2006) clause.*

24. How much did SC state purchase on the last 5-year contract? Can you provide volume by brand?

State's Response: *No change. This information is available by submitting a FOIA request for the specific contracts separately from this solicitation.*

25. It was stated that our bid is to include standard warranties from the factory. How do we handle requests for extended warranties?

State's Response: *No change. This State Term Contract does not include a line item for extended warranties. This may be negotiated and purchased separately by the Using Governmental Unit.*

26. Please confirm that our quoted discount off List Price per item is based solely off the standard model # with no accessories included.

State's Response: *No change. The contracted discount applies to the standard model and any attachments, accessories or anything else the UGU needs to properly use the equipment.*

27. What qualifies a bidder to be approved to bid this solicitation?

State's Response: *No change. Vendors who are responsible and responsive to the entire bid/proposal and does not take exceptions to any of the state's mandatory requirements will be approved to bid this solicitation.*

28. Are letters of authorization from the factories required to bid each vendor? Does the letter need to be signed by an officer of the factory?

State's Response: *No change. No. Only include documents requested and outlined in this solicitation.*

29. How do we handle SC state sales tax? Is that to be excluded from our pricing?

State's Response: *No change. All taxes are excluded from your bid price.*

30. How will List Price be established so that every dealer is working off the same List Price by manufacturer?

State's Response: *The list price submitted by all vendors will be collected and reviewed by EasiBuy for consistency. Any price that does not align will be addressed directly to that vendor by the EasiBuy POC.*

31. Will the List Price and discounts of all dealers be available to all bidders post bid for review?

State's Response: *No change. The State is required to share all documents covered by FOIA upon request.*

32. Will we get a list of the approved vendors bidding this solicitation?

State's Response: *No change. Approved vendors will be notified by Easibuy prior to participating in the online auction.*

33. Please elaborate on "Bid Brand Name or Equal". If SC state is allowing "equals", how does that process work? Will those "equal" brands be approved and communicated to bidding dealers prior to auction day?

State's Response: *No change. Easibuy will approve all equal products, if any.*

34. If the State pays for an order with a credit card or P card, can we charge the state a credit card processing fee?

State's Response: *No change. Refer to Section VII. Terms & Conditions -- B. Special*

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]

35. Can the State only purchase the model #'s listed on the "Lot 1 – Commercial Equipment" list, or can the state solicit other models after bid day? Factories have different discount structures for different segments of their equipment, so the discount off list price might not be applicable across the entire list of equipment.

State's Response. *No change. The intent of the bid schedule is not to capture every available item under the contract. It is meant to capture the most popular items, previously purchased by South Carolina entities. Additional items may be sold under the catalog discount.*

Questions & Answers

STC Appliances and Kitchen Equipment

Solicitation#5400029211 - Amendment 3

1. When do the dealers turn in their List prices for review? During what step of the process? It needs to be prior to the bid date.

State's Response: *No change. List prices are to be provided in the Attachment A Amend 3 excel file as part of the response to the solicitation.*

2. Easybuy does approve any additional vendors as "bid brand name or equal" to what is listed, will this be communicated to us prior to the bid day what alternates are approved? As a dealer, we want to ensure that we are bidding the same products as other competing dealers on bid day (apples to apples).

State's Response: *The "Brand Name or Equal" requirement has been removed. The State expect the suppliers to bid everything as specified unless one of the items are discontinued or end of life. The final items for evaluation will be provided by EasiBuy after the solicitation closes and prior to the training on the reverse auction interface ensuring apple to apple comparisons. The intent is not to submit an equal manufacturer. Manufacturers will not be adjusted; only items under the manufacturer may be revised, again, only if that item is no longer available or end of life. The items are only for evaluation purposes and the final discounts offered by manufacturer will be applied to all items available through that manufacturer.*

3. Factories can have different discount structures for different brand segments (i.e. combi ovens) have in the vendor family. Specifically, Blodgett, and Blodgett Combi would have different discount structures, so difficult to put one discount all under Blodgett.

State's Response: *No change. We are collecting a single discount per brand identified in the excel file. Contractors may offer additional discounts based on what the manufacturer has to offer under the contract but for the purposes of the bid Offerors need to provide a single discount.*

EXHIBIT C
STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES
1331 MAIN STREET, SUITE 700
COLUMBIA SC 29201

Intent to Award
Posting Date: March 19, 2026

Solicitation: 5400029211
Description: STC FOR APPLIANCES AND KITCHEN EQUIPMENT
Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b), or the award is otherwise suspended or canceled, this document becomes the final Statement of Award effective **March 31, 2026**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. 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.

PROTEST - CPO ADDRESS - MMO: Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.sc.gov, or
(b) by post or delivery to 1331 Main Street, Suite 700, Columbia, SC 29201.

Contract Number: 4400039219
Awarded To: SINGER T&L (7000296171)
933 ROBESON STREET
FAYETTEVILLE NC 28305

Initial Contract Period: April 14, 2026 through April 13, 2027
Maximum Contract Period: April 14, 2026 through April 13, 2031

Item	Description	Total
00001	Lot 1 Commercial Equipment	\$8,907,459.20

Contract Number: 4400039240

Awarded To: SAM TELL & SON INC (7000075947)
300 SMITH STREET
FARMINGDALE NY 11735

Initial Contract Period: April 14, 2026 through April 13, 2027

Maximum Contract Period: April 14, 2026 through April 13, 2031

Item	Description	Total
00002	Lot 2 Small Wares	\$202,251.20

Procurement Officer
OLLIE JACKSON



April 9, 2026

Ollie Marie Jackson
Procurement Manager II
SC State Fiscal Accountability Authority
Division of Procurement Services
omjackson@mmo.sc.gov

Re: STC for Appliances and Kitchen Equipment – Lot 1
Solicitation No. 5400029211
Response to Protest by Culinary Depot, Inc.

Dear Ms. Jackson:

Singer T&L, a division of Singer Equipment Company (“Singer”), is the recipient of an award of the above-referenced statewide term contract (the “Contract”). Please accept this letter as Singer’s timely response to the March 31, 2026 protest submission by Culinary Depot, Inc. The protest fails to identify any deficiency in Singer’s proposal, let alone a material one, and it should be denied.

Culinary Depot’s core allegation is that Hatco’s minimum resale price policy imposes a fixed “floor” that makes Singer’s offered 50.1% discount “commercially unachievable.” That allegation is incorrect. As confirmed by the attached letter from Hatco itself, Hatco has authorized Singer to sell its products under the Contract at a 50.1% discount. (Ex. 1, Hatco authorization letter). Accordingly, there is no basis to conclude, as Culinary Depot alleges, that Hatco will refuse to honor sales or otherwise prevent performance.

Turning to the protest’s next argument, Singer’s ability to offer a discount below Hatco’s default maximum discount rate does not create a prohibited “specialized catalog price,” nor does it render Singer’s offer noncompliant with the established-catalog-price requirement. The Solicitation required offerors to bid percentage discounts from manufacturers’ established catalog prices in effect at the time of bid submission. In that format, each dealer offers its discount rates against the same list prices. Indeed, the auction administrator (EasyBuy) conducted a cross-reference exercise to confirm that all bidders used one catalog price for each manufacturer. Consistent with those requirements, Singer (like all other bidders) offered a percentage discount from Hatco’s published list prices. Singer’s proposal did not involve a special catalog price.

Next, Culinary Depot’s “unbalanced pricing” allegation is hollow. Its protest submission does not identify any particular line item that is significantly overstated or understated, does not show increased performance risk, and does not demonstrate any risk of payment of unreasonably high prices. The bid results further underscore that there is no material imbalance: Singer submitted the lowest price on 27 items, and was the second- or third-lowest on an additional 23 items. Singer’s bid contained consistently



T&L

competitive pricing across the item lot. In short, Singer stands ready to perform at the awarded pricing for every item, and Culinary Depot's vague allegation of unbalanced pricing should be rejected.

Finally, Singer is a responsible offeror with the capability and capacity to perform the Contract. Indeed, the State preapproved Singer to bid on the reverse auction. In addition, Singer has a record of dutifully serving school districts and public entities in South Carolina, as reflected in the unsolicited letters of support that it received after Lancaster County School District and the School Nutrition Association of South Carolina learned that Singer had been awarded the Contract. (Support Letters, Ex. 2 & 3).

For the reasons above, and in light of Hatco's express confirmation that Singer is authorized to sell Hatco products under the Contract at a 50.1% discount, Culinary Depot's protest should be denied and the award to Singer should remain in place.

Sincerely,

A handwritten signature in blue ink, appearing to read "Drew O'Quinn", written over a faint, larger version of the same signature.

Drew O'Quinn • President

910.912.6754 Direct • 910.476.7967 mobile



FE&S 2023
DEALER
OF THE YEAR

Cc: Michael Speakmon (mspeakmon@mmo.sc.gov)

EXHIBIT 1



FOODSERVICE EQUIPMENT

Hatco Corporation
635 South 28th Street, Milwaukee, WI 53215 U.S.A.
Mail To: P.O. Box 340500, Milwaukee, WI 53234-0500 U.S.A.

(414) 671-6350
www.hatcocorp.com

April 8, 2026

Re: South Carolina STC for Appliances and Kitchen Equipment – Lot 1
Contract No. 4400039219
Solicitation No. 5400029211

To whom it may concern,

We write concerning the State of South Carolina's award to Singer T&L of the above-referenced statewide term contract (the "Contract"). By this letter, Hatco confirms that it has authorized Singer T&L to sell Hatco products under the Contract at a 50.1% discount.

Sincerely,

Mark Pumhret

Mark Pumphret
Vice President, North American Sales
Cc: Mark Woolcock, Drew Thompson, Singer Equipment Company/Singer T&L, File.

EXHIBIT E

	State of South Carolina Reverse Online Auction Amendment #4	Solicitation: 5400029211 Date Issued: 2/19/2026 Procurement Officer: OLLIE MARIE JACKSON Phone: 803-896-6389 E-Mail Address: OMJACKSON@MMO.SC.GOV Mailing Address: SFAA, Div. of Procurement Services 1333 Main St. Suite 700 Columbia SC 29201-3734
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DESCRIPTION: **STC for Appliances and 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): **02/26/2026 11:00AM** (See "Deadline For Submission Of Offer" provision)

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

NUMBER OF COPIES TO BE SUBMITTED: **One (1)**

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

AWARD & AMENDMENTS	Award will be posted on 03/19/2026. 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 Singer TIL (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 02/23/2026
TITLE President (business title of person signing above)	STATE VENDOR NO. 7000296171 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME Andrew D. O'Quinn, Jr. (printed name of person signing above)	STATE OF INCORPORATION DE (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) <u>933 Robeson St.</u> <u>Fayetteville NC 28305</u> Dun & Bradstreet # <u>002512622</u> (If you do not have a D&B number, enter N/A)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <u>933 Robeson St.</u> <u>Fayetteville NC</u> <u>28305</u> <u>910-912-6749</u> Area Code - Number - Extension Facsimile <u>mgitline@singerequipment.com</u> E-mail Address
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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
<u>1</u>	<u>1/26</u>	<u>2</u>	<u>2/5</u>	<u>3</u>	<u>2/10</u>	<u>4</u>	<u>2/19</u>

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	<u>Net 30</u> 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)

The information you are providing in this Bidder Workbook will be utilized in development and analysis of the bid. Please enter your information ONLY in the manner noted below.

Inaccurate, incomplete, or improperly entered information provided in your response may exclude you from bidding on certain items or groups of items.

Column Description	Vendor Input	Input Result	Sheet	Notes:
List Price	Price	List price for item	Lot 1 & Lot 2	You must enter the list price for all items in each category that you are bidding.
Extended list	n/a	n/a	Lot 1 & Lot 2	List price multiplied by quantity. For each manufacturer there will be an aggregate list price which is the sum of all list prices
Aggregate Extended List	N/A	N/A	Bid Model Lot 1 & Bid Model Lot 2	The sum of the extended list from the Lot 1 & lot 2 sheets. This will be used as the base price to apply the discount during the reverse auction
Discount	N/A	N/A	Bid Model Lot 1 & Bid Model Lot 2	You will submit a percentage (%) discount during the reverse auction by manufacturer. Your discount will be applied to the aggregate extended list during the reverse auction pricing event to calculate the rank for that manufacturer. You will be entering a discount percentage for all manufacturers listed.

Note: Any and all charges shall be built into your discount offered bid price during the reverse auction including the EASiBuy 1% awarded supplier fee.

Sheet List (Please Complete all Sheets)
Lot 1 - Commercial Equipment
Lot 2 - Smallware Items

ITEM #	Manufacturer	MFG Number	Description	UOM	Sum of Qty.	List Price	Extended List	Discount	Notes
1	Hobart	CLPS66EN-BAS+BUILDUP	Conveyor Dishwasher, single tank with a Power Scrapper, (202) racks/hour, insulated hinged doors, .62 gallons/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, NSF Pot & Pan mode, programmable de-lime notification, power scrapper vent cowl curtain kit, ENERGY STAR®, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office	Each	27	\$ 70,631.00	\$ 1,907,037.00	On-Line	
2	Hobart	CL66-BAS+BUILDUP	Conveyor Dishwasher	Each	20	\$ 70,631.00	\$ 1,412,620.00	On-Line	
3	Hobart	CL44-BAS+BUILDUP	Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, NSF Pot & Pan mode, programmable de-lime notification, ENERGY STAR®, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office	Each	8	\$ 44,327.00	\$ 354,616.00	On-Line	
4	Hobart	CL76-BAS+BUILDUP	Conveyor Dishwasher	Each	3	\$ 102,569.00	\$ 307,707.00	On-Line	
5	Hobart	AM16VLT-BAS-2	Ventless Dishwashing Machine, tall chamber (27"), door type, energy recovery, high temp sanitizing, 208-240/60/3 (field convertible to single phase), internal condensing system, 40 racks/hour, straight-thru or corner installation, user-friendly smart touchscreen controls, Sense-A-Temp™ booster, electric tank heat, X-shaped wash arms, scrap screen and basket, door actuated start, door lock, stainless steel tank, tank shelf, chamber, trim panels, frame & feet, cULus, NSF, ENERGY STAR®. Factory Startup - Free for installations within 100 miles of a Hobart Service Office during normal business hours with appropriate notice; installation beyond 100 miles will be quoted by Service.	Each	4	\$ 39,855.00	\$ 159,420.00	On-Line	
6	Vulcan	ABC7E-208	Combi Oven/Steamer, electric, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, auto-reversing fan with electronic braking system, cool to touch glass door, flashing door light and audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, engineered & assembled in USA, UL EPH Classified, cULus	Each	24	\$ 64,288.00	\$ 1,542,912.00	On-Line	
7	Vulcan	ABC7E-480P	Combi Oven/Steamer, electric, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, food probe, auto-reversing fan with speed control & electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, engineered & assembled in USA, UL EPH Classified, cULus	Each	20	\$ 68,436.00	\$ 1,368,720.00	On-Line	
8	Vulcan	ABC7E-480	Combi Oven/Steamer, electric, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, auto-reversing fan with electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, engineered & assembled in USA, UL EPH Classified, cULus	Each	14	\$ 67,405.00	\$ 943,670.00	On-Line	
9	Vulcan	VG40	Vulcan - Braising Pan, Gas, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless	Each	11	\$ 79,035.00	\$ 869,385.00	On-Line	
10	Vulcan	C24E05AF	Vulcan - Convection Steamer, Boilerless Countertop with Auto-Fill, electric, (5) 12" x 20" pan capacity, manual controls with 60 minute timer, buzzer, and constant steam feature, generator pan with stamped water level line, heavy duty door with pan guard, stainless steel interior and exterior	Each	18	\$ 37,218.00	\$ 669,924.00	On-Line	
11	Traulsen	AHF132WP-HHG	Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height glass door or doors with EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL	Each	15	\$ 40,304.00	\$ 604,560.00	On-Line	
12	Traulsen	AHF132W-HHG	Spec-Line Heated Cabinet, Reach-in, one-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height glass door or doors with EZ-Clean Gaskets, microprocessor controls, ENERGY STAR®	Each	17	\$ 32,341.00	\$ 549,797.00	On-Line	
13	Traulsen	AHF232WP-HHS	Spec-Line Heated Cabinet, Pass-thru, two-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL, ENERGY STAR®	Each	8	\$ 57,261.00	\$ 458,088.00	On-Line	
14	Traulsen	AHT132NPUT-HHS	Spec-Line Refrigerator, Pass-thru, one-section, self-contained refrigeration, stainless steel exterior, aluminum interior, standard depth, narrow half-height doors, (3) adjustable wire shelves per section, microprocessor controls, 6" adjustable stainless steel legs, 1/3 HP, UL, UL-Sanitation	Each	8	\$ 49,230.00	\$ 393,840.00	On-Line	
15	Traulsen	AHF132NP-HHS-X	Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height door or doors with Santoprene® EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL, ENERGY STAR®	Each	8	\$ 41,852.00	\$ 334,816.00	On-Line	
16	Alto-Shaam	7-20E PRO	Prodigi™ Pro Combi Oven/Steamer, electric, boiler-free, countertop, capacity (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (1/1 GN), Wi-Fi enabled control with steam/convection/combi/retherm modes, removable temperature probe, (2) power levels, (4) cooking modes, programmable cool-down, SafeVent™ steam venting, (5) cleaning levels, door hinged right, high efficiency LED lighting, (2) side racks with (8) non-tilt support rails, stainless steel construction, adjustable stainless steel legs, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, city-wide COA for New York City (Model CTP 7-20EVH)	Each	21	\$ 25,848.00	\$ 542,808.00	On-Line	
17	Alto-Shaam	7-20E PRO	Prodigi™ Pro Combi Oven/Steamer, electric, boiler-free, countertop, capacity (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (1/1 GN), Wi-Fi enabled control with steam/convection/combi/retherm modes, removable temperature probe, (2) power levels, (4) cooking modes, programmable cool-down, SafeVent™ steam venting, (5) cleaning levels, door hinged right, high efficiency LED lighting, (2) side racks with (8) non-tilt support rails, stainless steel construction, adjustable stainless steel legs, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, city-wide COA for New York City (Model CTP 7-20EVH)	Each	14	\$ 25,848.00	\$ 361,872.00	On-Line	
18	Alto-Shaam	7-20G PRO	Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (1/1 GN) capacity, Wi-Fi enabled control with steam/convection/combi and retherm cooking modes, programmable cool-down, SafeVent™ steam venting, removable temperature probe, (3) power levels, (4) cooking modes, (5) cleaning levels, (2) side racks with (8) non-tilt support rails, door hinged right, high efficiency LED lighting, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, Gastec, ENERGY STAR®, EAC	Each	10	\$ 30,870.00	\$ 308,700.00	On-Line	

19	Alto-Shaam	20-20G PRO	Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, floor model with roll-in cart, (19) non-tilt support rails, (20) 18" x 26" full size sheet or (40) 12" x 20" full size hotel pan (1/1 GN) capacity,Wi-Fi enabled control with steam/convection/combi and retherm cooking modes, programmable cool-down, SafeVent™ steam venting, removable temperature probe, (3) power levels, (4) cooking modes, (5) cleaning levels, door hinged right, high efficiency LED lighting, stainless steel construction, seismic legs, 266,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, Gastec, ENERGY STAR®	Each	1	\$ 66,591.00	\$ 66,591.00	On-Line	
20	Alto-Shaam	10-20E PRO	Prodigi™ Pro Combi Oven/Steamer, electric, boiler-free, countertop, capacity (10) 18" x 26" full size sheet or (22) 12" x 20" full size hotel pan (GN 1/1), Wi-Fi enabled control with steam/convection/combi cooking modes, removable "T" style temperature probe, (2) power levels, programmable cool-down, SafeVent™ steam venting, (5) cleaning levels, triple-pan door, high efficiency LED lighting, (2) side racks with (11) non-tilt support rails, door hinged right, stainless steel construction, adjustable stainless steel legs, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, city-wide COA for New York City	Each	2	\$ 32,378.00	\$ 64,756.00	On-Line	
21	True Manufacturing Co., Inc.	T-49-HC	True Manufacturing Co., Inc. - Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v	Each	26	\$ 17,027.00	\$ 442,702.00	On-Line	
22	True Manufacturing Co., Inc.	STR1RPT-2HG-1S-HC	SPEC SERIES® Refrigerator, pass-thru, one-section, (2) glass half doors front, (1) stainless steel door rear, locks, cam-lift hinges, digital temperature control, (1) interior kit, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 3.8 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA	Each	12	\$ 32,892.00	\$ 394,704.00	On-Line	
23	True Manufacturing Co., Inc.	STR1HPT-1S-1S	True Manufacturing Co., Inc. - SPEC SERIES® Heated Cabinet, pass-thru, one-section, (1) stainless steel door front & rear with locks, cam-lift hinges, digital temperature control, (1) interior kit, stainless steel front & sides, stainless steel interior, 5" castors, 1.5kW, 208-230v/60/1-ph, N	Each	10	\$ 28,467.00	\$ 284,670.00	On-Line	
24	True Manufacturing Co., Inc.	TMC-49-S-DS-SS-HC	Mobile Milk Cooler, forced-air, (12) 13" x 13" x 11-1/8" crate capacity, dual sided stainless steel drop front/hold-open flip-up lids with locks, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, stainless exterior, stainless steel interior & floor, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	Each	15	\$ 17,824.00	\$ 267,360.00	On-Line	
25	True Manufacturing Co., Inc.	STR1RPT-2HS-2HG-HC	SPEC SERIES® Refrigerator, pass-thru, one-section, (2) stainless steel half doors front & (2) glass half doors rear with locks, cam-lift hinges, digital temperature control, (1) interior kit, LED interior lights, stainless steel front & sides, stainless steel interior, 5" castors, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 4.8 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified,(contact factory for price)	Each	6	\$ 33,744.00	\$ 202,464.00	On-Line	
26	Duke Manufacturing	TWHF-74PG	Thurmaduke™ Ganged Waterless Well, mobile, electric, 74"W x 32"D x 36"H, 16ga stainless steel top, (5) stainless steel heat wells, touch screen controls, paint grip steel body & undershelf, dish shelf, 5" dia. swivel casters with brakes, 6' cord & plug, cULus, UL EPH Classified	Each	14	\$ 26,394.00	\$ 369,516.00	On-Line	
27	Duke Manufacturing	TEHF-74PG	Thurmaduke™ Hot Food Unit, mobile, electric, 74"W x 32"D x 36"H, 16ga stainless steel top, (5) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga paint grip steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)	Each	13	\$ 21,836.00	\$ 283,868.00	On-Line	
28	Duke Manufacturing	TCM-46PG-N7	Thurmaduke™ Cold Food Unit, mobile, 46"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 42-1/2" x 21-3/4" liner, 1" drain line & valve, paint grip steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 6.78 amps, NEMA 5-15P, cULus, UL EPH Classified	Each	10	\$ 22,334.00	\$ 223,340.00	On-Line	
29	Duke Manufacturing	TCS-30PG	Thurmaduke™ Cashier Stand, mobile, 30"W, 32"D, 36"H, 16ga stainless top, 20ga paint grip steel body & partial undershelf, stainless steel tube foot rest, 5" dia. gray poly swivel casters & brakes, NSF	Each	24	\$ 6,312.00	\$ 151,488.00	On-Line	
30	Duke Manufacturing	TST-74PG	Thurmaduke™ Solid Top Unit, mobile utility counter, 74"W x 32"D x 36"H, 16ga stainless steel top, 20ga paint grip steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF	Each	12	\$ 10,636.00	\$ 127,632.00	On-Line	
31	Metro	C539-CDC-U	- C5™ 3 Series Heated Holding & Proofing Cabinet, with Red Insulation Armour™, mobile, full height, insulated, Dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF	Each	108	\$ 8,842.00	\$ 954,936.00	On-Line	
32	Metro	C569-SDC-U	C5™ 6 Series Heated Holding Cabinet, mobile, full height, insulated, Dutch double pane tempered glass doors, top mount controls & analog thermometer, ducted heating system, thermostat 70° to 200°F temp, universal wire (17) 18" x 26" or (32) 12" x 20" x 2-1/2" pan capacity, 1-1/2" adjustable wire slides, 5" casters (2 with brakes), 304 stainless steel, 120v/60/1-ph, 2000 watts, 16 amps, NEMA 5-20P, cULus, NSF	Each	9	\$ 14,234.00	\$ 128,106.00	On-Line	
33	Metro	C539-HDS-U	- C5™ 3 Series Heated Holding Cabinet, with Red Insulation Armour™, mobile, full height, insulated, Dutch insulated aluminum doors, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (17) 18" x 26" or (32) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF	Each	14	\$ 7,565.00	\$ 105,910.00	On-Line	
34	Metro	C589-SDS-U	C5™ 8 Series Controlled Temperature Holding Cabinet with 6.8" touch-screen controls, mobile, full height, insulated, solid dutch doors, universal wire slides, (17) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 3" O.C. (adjustable on 1-1/2" increments), 5" casters, 304 stainless steel, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF, Made in USA, ENERGY STAR®	Each	5	\$ 14,259.00	\$ 71,295.00	On-Line	
35	Metro	MAX4-2448G	- MetroMax® 4 Shelf, 48"W x 24"D, with removable polypropylene open grid mats & (4) wedge connectors, built in Microban® antimicrobial product protection, 800 lb. capacity per shelf, NSF	Each	164	\$ 229.00	\$ 37,556.00	On-Line	
36	Delfield	GARPT1P-SH	Specification Line® Refrigerator, Pass-Thru, one-section, 23.0 cubic feet capacity, top-mounted self-contained refrigeration system, (4) half-height hinged solid doors (locking), (3) adjustable chrome wire shelves, 4.3" easyTouch® screen temperature display/control with remote monitoring, LED interior lighting, stainless steel exterior front, sides & interior, (4) 5" locking casters, GreenGenius™ R290 Hydrocarbon refrigerant, 0.22 HP, 115v/60/1-ph, 4.2 amps, NEMA 5-15P, NSF, cULus, ENERGY STAR®	Each	9	\$ 26,105.00	\$ 234,945.00	On-Line	
37	Delfield	GAHPT1-SH	Specification Line® Heated Cabinet, Pass-Thru, one-section, 23.0 cubic feet capacity, (4) half-height hinged solid doors (locking), (3) adjustable chrome wire shelves, 4.3" easyTouch® screen temperature display/control with remote monitoring, incandescent interior lighting, stainless steel exterior front, sides & interior, (4) 5" locking casters, 208-240v/60/1-ph, 6.0 amps, NEMA 6-20P, NSF, cULus, ENERGY STAR®	Each	9	\$ 22,980.00	\$ 206,820.00	On-Line	
38	Delfield	000-4001414J2	SHELLEY CUSTOM FABRICATION SFW-4-NU 72IN (4) WELL INDIVIDUALLY CONTROLLED COMBO HOT/COLD/FREEZE PAN SERVING COUNTER W/O UNDERSTORAGE 36 INCHES HIGH, 72" S/S V-TRAY SLIDE 12" WIDE WITH 3 RIBS, LOCATED ON CUSTOMER SIDE, MOUNTED 32" HIGH, LINE-UP INTERLOCK, FLEXISHIELD FACTORY INSTALLED TO BASE	Each	2	\$ 49,581.00	\$ 99,162.00	On-Line	

39	Delfield	000-400142CH3	SHELLEY CUSTOM FABRICATION SFW-4-NU 72IN (4) WELL INDIVIDUALLY CONTROLLED COMBO HOT/COLD/FREEZE PAN SERVING COUNTER W/O UNDERSTORAGE 36 INCHES HIGH, 72" S/S V-TRAY SLIDE 12" WIDE WITH 3 RIBS, LOCATED ON CUSTOMER SIDE, MOUNTED 32" HIGH, LINE-UP INTERLOCK, FLEXISHIELD FACTORY INSTALLED TO BASE	Each	2	\$ 49,581.00	\$ 99,162.00	On-Line	
40	Delfield	NLFACP-12	Milk Case Cooler, single access, 54"W, 18.5 cu. ft. capacity, (12) 13" x 13" case capacity, (2) black ABS hinged lids with locks, 20 gauge stainless steel interior, 18 gauge stainless steel exterior, 5" casters, self-contained, (2) evaporator coils, R290 Hydrocarbon refrigerant, 0.35 HP, 115v/60/1-ph, 5.0 amps, NEMA 5-15P, UL, cUL, NSF (contact factory for price)	Each	3	\$ 23,372.00	\$ 70,116.00	On-Line	
41	Delfield	SCS-30 ELECTRICAL UPGRADE	ELECTRICAL UPGRADE TO SCS-30	Each	10	\$ 9,423.00	\$ 94,230.00	On-Line	
42	Groen	(2)GSSP-BL-5ES	SmartSteam Pro Convection steamer, electric, stand mounted, double stacked, (5) 12" x 20" x 2-1/2" deep pans per compartment capacity, external heating element, touch screen control, side mounted convection fan, 2.5 gallon reservoir, stainless steel interior & exterior, (1) 2-1/2" drain connection, (2) 3/4" water connections per cavity, 12kw per cavity, cUL, UL, NSF, Made in USA	Each	7	\$ 48,800.00	\$ 341,600.00	On-Line	
43	Groen	BPM-40GC	Braising Pan, gas, 40-gallon capacity, 10" deep pan, 38" pan height, IPX6 water rated electronic Classic controls, manual tilt, standard etch marks, faucet bracket, round tubular open leg base, stainless steel construction, bullet feet, electric spark ignition, 144,000 BTU/hr, cCSAus, NSF, IPX6, Made in USA	Each	4	\$ 54,880.00	\$ 219,520.00	On-Line	
44	Groen	BPM-40EA	Braising Pan, electric, 40-gallon capacity, 10" deep pan, 38" pan height, IPX6 water rated electronic Advanced controls with digital display, 1 minute to 10 hour timer, 175° - 400°F preset temperatures along with manual setting capability, manual tilt, standard etch marks, faucet bracket, round tubular open leg base, stainless steel construction, bullet feet, 15.0kW, cUL, UL, IPX6, NSF, Made in USA	Each	2	\$ 45,670.00	\$ 91,340.00	On-Line	
45	Groen	(2)GSSP-BL-5GS	SmartSteam Pro Convection steamer, gas, double stacked, (5) 12" x 20" x 2-1/2" deep pans per compartment capacity, touch screen control, side mounted convection fan, 2.5 gallon reservoir, stainless steel interior & exterior, (1) 2-1/2" drain connection, (2) 3/4" water connections, 58,000 BTU per cavity, CSA Star NSF, Made in USA	Each	1	\$ 54,710.00	\$ 54,710.00	On-Line	
46	Groen	(2)HY-5GF	HyperSteam™ Convection Steamer, gas, double-stacked, stand mounted, (5) 12" x 20" x 2-1/2" deep pans per compartment, stainless steel construction, dual water connection, bullet feet, 62,000 BTU per cavity, CSA Star, NSF, Made in USA	Each	1	\$ 54,300.00	\$ 54,300.00	On-Line	
47	Victory Refrigeration	VBCFT-20-200PU-XL	Blast Chiller/Freezer, Roll-In, self-contained refrigeration, 187 lb. capacity (chilling) or 88 lb. capacity (freezing), (1) solid hinged door, accommodates (1) trolley (not included), interior bumper, heated core probe, USB interface, 5" touch display, stainless steel interior & exterior, R404A refrigerant, 2-4/5 HP, cETLus, ETL-Sanitation	Each	2	\$ 204,766.00	\$ 409,532.00	On-Line	
48	Victory Refrigeration	VEFSA-2D-SD-HC	Victory Elite Freezer, reach-in, two-section, 52"W, 84-7/8" H, 45.2 cu. ft., (1) right-hand hinged solid door, (1) left-hand hinged solid door, door locks, (8) adjustable shelves, electronic control, LED interior lighting, digital display, automatic defrost, top mounted self-contained refrigeration, stainless steel front, gray coated sides, aluminum interior, R290 Hydrocarbon refrigerant, 3/4 HP, cULus, UL EPH Classified, UL-Sanitation, MADE IN USA	Each	10	\$ 23,184.00	\$ 231,840.00	On-Line	
49	Victory Refrigeration	VMCFD58-1-S-HC	School Milk Cooler, forced air, 58"W x 35-3/4"D x 47-5/8"H, 22.54 cu. ft., dual access, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, Temperature range (36°- 40°F.) self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, stainless steel interior & exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, ENERGY STAR®, Made in USA	Each	8	\$ 26,941.00	\$ 215,528.00	On-Line	
50	Victory Refrigeration	VERSA-2D-SD-HC	Victory Elite Refrigerator, reach-in, two-section, 52"W, 84-7/8"H, 45.2 cu. ft., (1) right-hand hinged solid door, (1) left-hand hinged solid door, (8) shelves, electronic control, LED interior lighting, digital display, stainless steel front, gray coated sides, aluminum interior, top mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, Variable Speed Technology, cULus, UL EPH Classified, UL-Sanitation, MADE IN USA	Each	10	\$ 20,006.00	\$ 200,060.00	On-Line	
51	Victory Refrigeration	RS-1D-S1-PT-HC	UltraSpec Series Refrigerator, Pass-thru, one-section, self-contained refrigeration, 22.9 cu. ft. capacity, (2) full height solid hinged doors, (3) silver freeze (chrome-style) shelves, stainless exterior & interior, standard depth cabinet, TOUCH POINT electronic temperature control/indicator, LED lighting, expansion valve technology, Santoprene door gaskets with 2 year warranty, stainless steel breakers, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, MADE IN USA	Each	2	\$ 37,173.00	\$ 74,346.00	On-Line	
52	AccuTemp	E64803E140 DBL	Two Connected Evolution™ Boilerless, Convection Steamers featuring Steam Vector Technology, electric, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, Digital Controls, water & drain connection needs plumbed, warranty NOT voided by water quality, NO water filtration required, 14kW, 480/60/3ph, (2) 5' cords & NEMA L16-20P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® (Includes stand in configuration of choice)	Each	4	\$ 47,543.00	\$ 190,172.00	On-Line	
53	AccuTemp	E62403E110 DBL	Two Connected Evolution™ Boilerless, Convection Steamers featuring Steam Vector Technology, electric, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, Digital Controls, water & drain connection needs plumbed, warranty NOT voided by water quality, NO water filtration required, 10.7kW, 240/60/3ph (dual voltage unit, 8kw 208/60/3), (2) 5' cords & NEMA L15-30P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® (Includes stand in configuration of choice)	Each	2	\$ 47,543.00	\$ 95,086.00	On-Line	
54	AccuTemp	P61201E060 DBL	Two Connected Evolution™ Boilerless, Convection Steamers featuring Steam Vector Technology, LP gas, holds (6) 12" x 20" x 2-1/2" deep pans each compartment, Digital Controls, water & drain connection required, warranty NOT voided by water quality, NO water filtration required, 60,000BTU, (2) 120/60/1ph, cord with NEMA 5-15P, ENERGY STAR® (Includes stand in configuration of choice)	Each	1	\$ 56,571.00	\$ 56,571.00	On-Line	
55	AccuTemp	N61201D060 DBL	Two Natural Gas, Connectionless Evolution™ Boilerless, Convection Steamers featuring Steam Vector Technology, natural gas, holds (6) 12" x 20" x 2-1/2" deep pans in each compartment, Digital Controls, NO water & drain connection required, warranty NOT voided by water quality, NO water filtration required, 50,000BTU, 120/60/1ph, (2) 5' cords & NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® (Includes stand in configuration of choice)	Each	1	\$ 53,773.00	\$ 53,773.00	On-Line	
56	AccuTemp	ALTGSE-30-QS	AccuTemp Edge Series™ Tilting Skillet, Gas, 30 gallon capacity, thermostatically controlled, self-locking worm gear and tilt mechanism, heavy duty actuator-assisted cover with condensate drip shield and cover vent, etched gallon markings, faucet bracket, includes optional direct spark ignition combination gas control, 304 stainless steel and clad pan body construction, open 1-5/8" tubular leg stand, 90,000 BTU, 120v/60/1-ph, UL, NSF	Each	1	\$ 51,341.00	\$ 51,341.00	On-Line	
57	UNOX	XAVC-06FS-HPRM	ChefTop MIND.Maps™ Plus Combi Oven, electric, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, right-to-left door opening, stainless steel interior & exterior, WIFI/USB for data transfer to HACCP software, cMETus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel), The water line to connect from oven to ¾" mpt water connection with in three feet of water placement is included.	Each	9	\$ 22,250.00	\$ 200,250.00	On-Line	

58	UNOX	XAVC-06FS-EPLM	ChefTop MIND.Maps™ Plus Combi Oven, electric, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, left-to-right door opening, stainless steel interior & exterior, WIFI/USB for data transfer to HACCP software, 19kW, 47 amps, cMETus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel), The water line to connect from oven to ¾" mpt water connection with in three feet of water placement is included.	Each	4	\$ 22,450.00	\$ 89,800.00	On-Line	
59	UNOX	XAVC-06FS-GPRM	ChefTop MIND.Maps™ Plus Combi Oven, gas, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, right-to-left door opening, stainless steel interior & exterior, WIFI/USB for data transfer to HACCP software, 1kW, 8 amps, 120v/60/1-ph, cETLus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel) (For safety and reliability purposes, CHEFTOP MIND.Maps™ Gas ovens (Free Standing and Countertop Models) must be equipped with only UNOX brand casters with safety chains),Gas lines is not included with the oven and must be purchased separately.	Each	2	\$ 25,100.00	\$ 50,200.00	On-Line	
60	UNOX	XASR-03HS-SDDS	SPEED.Pro™ Convection and Speed Baking Oven (Single PHASE), (3) 18" x 13" trays speed bake capacity, (1) 18" x 13" tray speed capacity, 3.5kW convection, 6.5kW microwave, 86°F to 500°F temperature range, safety thermostat, stackable, 9-baking steps, (24) quick programs, (896) memory programs, touch screen control panel, wi-fi integrated, USB port, , LED interior light, solid pull down door, (3) TG305 trays & (1) TG360 SPEED.Plate tray included, stainless steel interior & exterior, 208-240v/60/3-ph, IPX3 (includes 6.5 ft cable and plug). This model replaced the XASW-03HS-SDDS	Each	2	\$ 16,700.00	\$ 33,400.00	On-Line	
61	UNOX	XAVC-06FS-EPRM	ChefTop MIND.Maps™ Plus Combi Oven, electric, countertop, (6) 18" x 26" full size sheet or (12) hotel size pan capacity, MIND.Maps™ technology, programmable menu, 2-11/16" shelf spacing, glass door, right-to-left door opening, stainless steel interior & exterior, WIFI/USB for data transfer to HACCP software, 19kW, 47 amps, cMETus, NSF, ENERGY STAR® (cooking chamber built from 316L stainless steel), The water line to connect from oven to ¾" mpt water connection with in three feet of water placement is included.	Each	1	\$ 21,800.00	\$ 21,800.00	On-Line	
62	Scotsman	HID540A-1	Meridian™ Ice & Water Dispenser, Touchfree® infrared dispensing, H2 Nugget Ice, air-cooled, production capacity up to 500 lb/24 hours at 70°/50° (365 lb AHRI certified at 90°/70°), 40 lb bin storage capacity, sealed maintenance-free bearings, removable bin, removable air filter, SmoothStream™ water dispensing, removable spouts and sink, enlarged 0.8" sink drain, recessed utility chase, stainless steel evaporator and auger, enlarged 11" dispensing area, USB software upgrade port, unit specific QR code, stainless steel exterior, AgION™ antimicrobial protection, R-404a refrigerant, includes 7.5' power cord with NEMA 5-15P plug, 115V/60/1, 9.0 amps, cULus, NSF, CE, engineered and assembled in USA	Each	5	\$ 22,058.00	\$ 110,290.00	On-Line	
63	Scotsman	MC0530MA-1	Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 525 lb/24 hours at 70°/50° (380 lb AHRI certified at 90°/70°), medium cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, front facing removable air filter, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 115v/60/1-ph, 15.2 amps, cULus, NSF, engineered and assembled in USA	Each	9	\$ 9,533.00	\$ 85,797.00	On-Line	
64	Scotsman	CU0515GA-1	Undercounter Ice Maker With Bin, Gourmet cube style, 1" x 1.13" x 1.25" cube size, air-cooled, 15" width, self-contained condenser, production capacity up to 84 lb/24 hours at 70°/50° (58 lb AHRI certified at 90°/70°), 24 lb bin storage capacity, front opening bin, horizontal evaporator, unit specific QR code, stainless steel finish, R-134A refrigerant, includes legs, includes power cord with NEMA 5-15P plug, 115v/60/1-ph, 5.6 amps, cULus, NSF	Each	7	\$ 8,838.00	\$ 61,866.00	On-Line	
65	Scotsman	MC1448SA-32	Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 1553 lb/24 hours at 70°/50° (1296 lb AHRI certified at 90°/70°), small cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, external removable air filters, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 208-230v/60/1-ph, 17.7 amps, cULus, NSF, ENERGY STAR®, engineered and assembled in USA	Each	3	\$ 19,705.00	\$ 59,115.00	On-Line	
66	Scotsman	NS0422A-1	Prodigy Plus® Ice Maker, nugget style, Original Chewable Ice®, air-cooled, self-contained condenser, production capacity up to 420 lb/24 hours at 70°/50° (348 lb AHRI certified at 90°/70°), sealed maintenance-free bearings, AutoAlert™ indicating lights, front facing removable air filter, unit specific QR code, stainless auger and evaporator, one-touch cleaning, stainless steel finish, AgION™ antimicrobial protection, R-404A refrigerant, 115v/60/1-ph, 12.9 amps, NSF, cULus, engineered and assembled in USA	Each	5	\$ 11,612.00	\$ 58,060.00	On-Line	
67	Hoshizaki	KMD-505MAJ	Ice Maker, Cube-Style, 30"W, air-cooled, self-contained condenser, production capacity up to 500 lb/24 hours at 70°/50° (351 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 10.7 amps, NSF, UL (Replaces KMD-460MAJ, KMD-530MAJ, KML-500MAJ)	Each	12	\$ 9,040.00	\$ 108,480.00	On-Line	
68	Hoshizaki	KMD-860MAJ	Ice Maker, Cube-Style, 30"W, air-cooled, self-contained condenser, production capacity up to 855 lb/24 hours at 70°/50° (665 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 9.9 amps, NSF, UL	Each	8	\$ 13,850.00	\$ 110,800.00	On-Line	
69	Hoshizaki	KM-660MAJ	Ice Maker, Cube-Style, 22"W, air-cooled, self-contained condenser, production capacity up to 650 lb/24 hours at 70°/50° (560 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube Style, R-404A refrigerant, 115v/60/1-ph, 15.2 amps, NSF, UL	Each	7	\$ 10,300.00	\$ 72,100.00	On-Line	
70	Hoshizaki	B-500SF	Ice Bin, 30"W, top-hinged front-opening door, 500-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL-Sanitation	Each	15	\$ 3,450.00	\$ 51,750.00	On-Line	
71	Hoshizaki	KML-325MAJ	Ice Maker, Cube-Style, 30"W, air-cooled, self-contained condenser, production capacity up to 380 lb/24 hours at 70°/50° (300 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 8.4 amps, NSF, UL	Each	5	\$ 8,050.00	\$ 40,250.00	On-Line	
72	Ice-O-Matic	GEM0450A	Pearl Ice® Maker, soft, chewable ice crystals, air-cooled, self-contained condenser, approximately 464 lb/210 kg production/24 hours, durable stainless finish, cULus, NSF, CE	Each	8	\$ 6,316.00	\$ 50,528.00	On-Line	
73	Ice-O-Matic	CIM0530FA	Elevation Series™ Modular Cube Ice Maker, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 30" W, approximately 561 lb production/24 hours at 70°/50° (432 lb at 90°/70°), full-size cubes, PURE ICE® built-in antimicrobial protection, LED status display, one touch sanitize/descaling controls, dishwasher safe food zone components, cULus, NSF, CE, BPA Free	Each	9	\$ 4,934.00	\$ 44,406.00	On-Line	
74	Ice-O-Matic	GEMU090	Pearl Ice® Maker, soft, chewable ice crystals, undercounter, air-cooled, self-contained condenser, approximately 85 lb/39 kg production/24 hours, 22 lb/10 kg built-in bin, stainless steel finish, cETLus, ETL-Sanitation, NSF	Each	8	\$ 4,868.00	\$ 38,944.00	On-Line	

75	Ice-O-Matic	CIM0330HA	Elevation Series™ Modular Cube Ice Maker, air-cooled, self-contained condenser, dual exhaust top/side air discharge, 30" W, approximately 313 lb production/24 hours at 70°/50° (244 lb at 90°/70°), half-size cubes, PURE ICE® built-in antimicrobial protection, LED status display, one touch sanitize/descaling controls, dishwasher safe food zone components, cULus, NSF, CE, BPA Free	Each	7	\$ 4,439.00	\$ 31,073.00	On-Line	
76	Ice-O-Matic	GEM0650A	Pearl Ice® Maker, soft, chewable ice crystals, air-cooled, self-contained condenser, approximately 740 lb/336 kg production/24 hours, durable stainless finish, cULus, NSF, CE	Each	2	\$ 7,672.00	\$ 15,344.00	On-Line	
77	Southbend	GL-60E	Stationary Kettle, gas, 60 gallon capacity, 2/3 jacket, thermostatic control, electronic ignition, direct immersion thermostat, water sight glass, cooking light, pressure gauge & low water indicator light, low water cut off, pressure relief valve, pressure switch, 2" draw-off, includes: perforated strainer, spring assisted hinged cover & faucet bracket, 316 stainless steel interior liner, 304 stainless steel exterior, tri-leg, 130,000 BTU, CSA-Star, CSA-Flame, NSF	Each	1	\$ 57,553.00	\$ 57,553.00	On-Line	
78	Southbend	ETP-10G-SB	Steam Cooker	Each	1	\$ 62,222.00	\$ 62,222.00	On-Line	
79	Southbend	GSX-10HE-SB	Convection Steamer, gas, (2) compartments, (10) pan capacity total, 24" cabinet base, manual controls, electronic ignition, Delime mode & automatic blow down, single drain with temperature control, split water connections, includes water filter system, removable pan supports, safety relief valve, 316 stainless steel liner, 304 stainless steel construction, 6" legs, adjustable flanged feet, 190,000 BTU, CSA Star, CSA Flame, NSF	Each	1	\$ 55,573.00	\$ 55,573.00	On-Line	
80	Southbend	KELT-25	Tilting Kettle, electric, 25 gallon capacity, 2/3 jacket, thermostatic control, crank tilt with self-locking positive stop, faucet bracket, 316 stainless steel interior liner, 304 stainless steel exterior, console & tri-leg base, 12.0kW, cCSAus, NSF	Each	1	\$ 55,140.00	\$ 55,140.00	On-Line	
81	Southbend	PCE22S/SD	SilverStar Convection Oven, electric, double-deck, standard depth, solid state controls, interior light, aluminized steel rear, stainless steel front, top, sides & 6" legs, (2) 1/2 HP, (2) 12kW, UL, NSF (Ships within 2 days, maximum quantity = 2 per order)	Each	2	\$ 28,711.00	\$ 57,422.00	On-Line	
82	Manitowoc	RNP0320A	Ice Maker, nugget-style, air-cooled, self-contained condenser, 22"W x 23-5/8"D x 26"H, production capacity up to 308 lb/24 hours at 70°/50° (236 lb AHRI certified at 90°/70°), bite size nugget, high-load stainless steel bearings, stainless steel finish, 1/2 HP, R-290A, ETL-Sanitation, cETLus	Each	8	\$ 10,761.00	\$ 86,088.00	On-Line	
83	Manitowoc	IYT0450A	Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24"D x 21-1/2"H, production capacity up to 490 lb/24 hours at 70°/50° (378 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®	Each	9	\$ 9,071.00	\$ 81,639.00	On-Line	
84	Manitowoc	IDT0300A	Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 16-1/2"H, production capacity up to 305 lb./24 hours at 70°/50° (230 lb. AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, dice size cubes, R410a refrigerant, NSF, cULus, CE, ENERGY STAR®	Each	8	\$ 8,394.00	\$ 67,152.00	On-Line	
85	Manitowoc	D570	Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	Each	17	\$ 4,022.00	\$ 68,374.00	On-Line	
86	Manitowoc	IYT0300A	Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 16-1/2"H, production capacity up to 310 lb/24 hours at 70°/50° (230 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R404a refrigerant, NSF, cULus, CE, ENERGY STAR®	Each	7	\$ 8,394.00	\$ 58,758.00	On-Line	
87	Cambro	UPR1826FPA20580	Ultimate Sheet Pan Rack, 25-7/16"W x 33-3/8"L x 72-3/8"H, full size unit, 3" rail spacing, molded positioning ribs, (20) full-size Camtray® (1826) or (40) half-size Camtray® (1318) capacity, temperature range -36°F (-38°C) to 190°F (88°C), 55 lbs. per shelf/350 lbs. per rack, (4) 5" total locking non-marking thermoplastic rubber swivel casters, composite plastic, brushed graphite (ships fully assembled)	Each	66	\$ 1,340.00	\$ 88,440.00	On-Line	
88	Cambro	PCU1000HC615	Pro Cart Ultra™ Hot/Cold Food Pan Carrier, electric, touch screen, front loading, (1) cold compartment, (1) active hot compartment, Nylon paddle-style latches, spring loaded magnetic door catch, 22"W x 34"D x 67"H, (4) 6"heavy duty casters (2 total locking, 2 no lock pin), (10) 4" deep GN 1/1 food pans, 115V/50/60/1-ph, 507 watts, 4.43 amps, cETLus, NSF	Each	5	\$ 10,480.00	\$ 52,400.00	On-Line	
89	Cambro	UPR1826FPA40580	Ultimate Sheet Pan Rack, 25-7/16"W x 33-3/8"L x 72-3/8"H, full size unit, 1-1/2" rail spacing, molded positioning ribs, (40) full-size Camtray® (1826) or (80) half-size Camtray® (1318) capacity, temperature range -36°F (-38°C) to 190°F (88°C), 55 lbs. per shelf/350 lbs. per rack, (4) 5" total locking non-marking thermoplastic rubber swivel casters, composite plastic, brushed graphite (ships fully assembled)	Each	33	\$ 1,420.00	\$ 46,860.00	On-Line	
90	Cambro	PCULP615	Pro Cart Ultra™ Insulated Food Pan Carrier, low-profile, passive, front loading, single compartment, holds (8) 18" x 26" sheet pans, (16) 13" x 18" 1/2 size sheet pans, (16) GN 1/1 food pans, (8) 15-3/4" x 23-1/2" trays, and (8) 16" x 16" pizza boxes, keeps food cold or hot for 4+ hours, (1) gasket free magnetic quick-close door, 4" nylon latches, menu pocket, 8 adjustable stainless steel universal rails with 3" - 1-1/2" spacing, solar digital thermometer, molded-in handles, perimeter bumper, (4) 6" x 2" heavy duty casters (2 fixed, 2 swivel with brakes), polyethylene exterior, charcoal gray, cETLus, NSF	Each	5	\$ 5,410.00	\$ 27,050.00	On-Line	
91	Cambro	PCU800HC615	Pro Cart Ultra™ Hot/Cold Food Pan Carrier, electric, touch screen, front loading, (1) cold compartment, (1) active hot compartment, Nylon paddle-style latches, spring loaded magnetic door catch, 21.9"W x 34"D x 59"H, (4) 6"heavy duty casters (2 total locking, 2 no lock pin), (8) 4" deep GN 1/1 food pans, 115V/50/60/1-ph, 507 watts, 4.43 amps, cETLus, NSF	Each	2	\$ 9,330.00	\$ 18,660.00	On-Line	
92	Channel Manufacturing	AXD1820	Channel Manufacturing - Lifetime Tough Bun Pan Rack, Heavy Duty, mobile, 22"W x 26"D x 70"H, front load, open sides, 3" spacing, capacity (20) 18" x 26" bun pans, welded heavy duty aluminum construction, 5" x 2" heavy duty swivel plate casters with Zerk grease fittings, corrections approved,	Each	70	\$ 1,939.00	\$ 135,730.00	On-Line	
93	Channel Manufacturing	UTR-15	Steam Table Pan Rack, Bun Pan / Steam Table Pan Rack, Standard Series, 20.5"W x 26"D x 70"H, Aluminum Construction, End Load, 4" Angle Spacing, (15) 18" x 26" or (30) 13" x 18" (2 per shelf) or 12" x 20" steam table pans (pan height determines capacity), 5" Swivel Stem Casters model # CSS45Q, Made in USA, NSF, 50lbs. (ITEM WEIGHT ONLY), weight does not include 50 lbs. for pallet weight	Each	65	\$ 1,133.00	\$ 73,645.00	On-Line	
94	Channel Manufacturing	AXD1812	Channel Manufacturing - Lifetime Tough Bun Pan Rack, Heavy Duty, mobile, 22"W x 26"D x 70"H, front load, open sides, 5" spacing, capacity (12) 18" x 26" bun pans, welded heavy duty aluminum construction, 5" x 2" heavy duty swivel plate casters with Zerk grease fittings, corrections approved,	Each	13	\$ 1,698.00	\$ 22,074.00	On-Line	

95	Channel Manufacturing	CSR-99M	Channel Manufacturing - Can Storage Rack, Heavy Duty, full size, mobile, 25-1/2"W x 35"D x 82-1/4"H, front or rear loading, holds (162) #10 cans or (216) #5 cans, welded aluminum construction, 5" x 2" swivel plate casters with Zerk grease fittings, NSF, Made in USA (published shipping weight	Each	10	\$ 2,009.00	\$ 20,090.00	On-Line	
96	Channel Manufacturing	401A: 401A With Standard Casters	Channel Manufacturing - Bun Pan Rack 401A With Standard Casters, mobile, 20-1/2"W x 26"D x 70-1/4"H, front load, open sides, 3" spacing, capacity (20) 18" x 26" bun pans, welded aluminum construction, 5" swivel plate casters with non-marking tread, NSF, Made in USA (published shipping weight does not reflect 50lb. pall	Each	15	\$ 954.00	\$ 14,310.00	On-Line	
97	Cres Cor	H1381834D	Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handle, channel pan slides hold (32) 18" x 26" pans on 1-1/2" centers, anti-microbial latches, dutch doors, aluminum exterior & interior, (4) heavy duty 5" swivel casters (2) braked	Each	12	\$ 10,968.00	\$ 131,616.00	On-Line	
98	Cres Cor	H137WSUA12D	Cabinet, Mobile Heated, with AquaTemp™ humidity cabinet, insulated, top-mount heater assembly, recessed push/pull handles, magnetic latch, (12) sets of stainless steel wire universal angle slides on 4-1/2" adjustable 1-1/2" centers, LED digital display, field reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus	Each	6	\$ 12,908.00	\$ 77,448.00	On-Line	
99	Cres Cor	H137SUA12D	Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handles, magnetic latch, (12) sets chrome plated wire universal angle slides for 12" x 20" thru 18" x 26" pans on 4-1/2" centers, adjustable 1-1/2" centers, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus, ENERGY STAR®	Each	1	\$ 12,220.00	\$ 12,220.00	On-Line	
100	Cres Cor	1200HHSS2DX	Heated Cabinet, Mobile, two compartment, radiant, insulated, top-mount heater assembly, (16) 18" x 26" or (32) 12" x 20" pan capacity, adjustable pan slides on 1-1/2" centers, (2) independent deluxe solid state electronic controls, LED digital displays, field reversible dutch doors, magnetic anti-microbial latches, stainless steel construction, (4) 5" swivel casters (2) with brakes, CSA-Sanitation, cCSAus	Each	1	\$ 11,404.00	\$ 11,404.00	On-Line	
101	Cres Cor	121PH1818D	Proofer/Hot Cabinet, non-insulated, deluxe, removable bottom heater, capacity (18) 18" x 26" sheet pans or (36) 12" x 20" pan slides on 3" centers, field reversible Lexan door, integral drip trough, (4) 5" swivel casters (2) braked, Hi-Tensile aluminum construction, CSA, cCSAus	Each	1	\$ 6,640.00	\$ 6,640.00	On-Line	
102	Blodgett	INVOQ 61BLE/61BLE	Blodgett INVOQ Model No. 61BLE/61BLE, Combi Oven Steamer, Electric, boilerless, 61BLE stacked on 61BLE, (10) 12" x 20" hotel pan capacity or (5) + (5) full size 18" x 26" sheet pan capacity (using MultiRack option), Stacking kit included, (2) + (2) side racks with non-tilt support rails, (5) + (5) wire shelvestouch screen controls, multiple cooking modes, SmartChef, MenuPlanner, CombiSpeed/CombiSense, stores up to 1,500 recipes, built-in hand shower, CombiSteam: Injection Steam, external temperature probe, Delta T cooking, Cook & Hold, USB port, Cloud Connectivity (optional), HACCP, CareCycle Tablet-based automatic cleaning system, heat protection with triple pane glass door, stainless steel exterior & interior on casters, cULus, NSF, CE, ENERGY STAR®	Each	1	\$ 41,423.00	\$ 41,423.00	On-Line	
103	Blodgett	ZEPH-100-E DBL	Zephaire Convection Oven, electric, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, vent connector, dependent glass doors, interior light, stainless steel front, sides and top, 6" stainless steel legs, ETL, NSF, ENERGY STAR®	Each	2	\$ 58,029.00	\$ 116,058.00	On-Line	
104	Blodgett	MARK V-200 DBL	Convection Oven, electric, double-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, (SSD) solid state digital controls, 2-speed fan, interior light, simultaneous operated doors with glass, stainless steel front, sides & top, vent connector, 6" stainless steel legs, vent connector, 11.0 kw each, 1/3 hp, cETL, CE, NSF, ENERGY STAR®	Each	1	\$ 61,805.00	\$ 61,805.00	On-Line	
105	Blodgett	ZEPH-100-G DBL : ZEPH-100-G DBL - Natural Gas	Zephaire Convection Oven,natural gas, double-deck, standard depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, flue connector, dependent glass doors, interior light, stainless steel front, sides & top, 6" stainless steel legs, 100,000 BTU, ETL, NSF	Each	1	\$ 59,427.00	\$ 59,427.00	On-Line	
106	Blodgett	Blodgett 6" Casters	Blodgett 6" Casters	Each	1	\$ 1,013.00	\$ 1,013.00	On-Line	
107	Continental Refrigerator	D2RIN-E	Designer Line Extra-High Refrigerator, roll-in, two-section, self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth cabinet, full-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, unit comes standard with expansion valve, removable stainless steel ramps, R290 hydrocarbon refrigerant, 1/2 HP, cETLus, NSF	Each	3	\$ 31,335.00	\$ 94,005.00	On-Line	
108	Continental Refrigerator	D1RIN-E	Designer Line Extra-High Refrigerator, roll-in, one-section, self-contained refrigeration, stainless steel front, aluminum interior & ends, standard depth cabinet, full-height solid door, cylinder lock, electronic control with digital display, hi-low alarm, unit comes standard with expansion valve, R290 hydrocarbon refrigerant, removable stainless steel ramp, 1/4 HP, ENERGY STAR®, cETLus, NSF	Each	3	\$ 21,698.00	\$ 65,094.00	On-Line	
109	Continental Refrigerator	D1FENSAHD	Designer Line Wide Freezer, reach-in, 28-1/2"W, one-section, self-contained refrigeration, stainless steel exterior, aluminum interior, standard depth cabinet, wide half-height solid doors, cylinder locks, electronic control with digital display, hi-low alarm, 6" stainless steel legs, R290 hydrocarbon refrigerant, 1/3 HP, cETLus, NSF	Each	2	\$ 23,736.00	\$ 47,472.00	On-Line	
110	Continental Refrigerator	MC4NSSD	Milk Cooler, 49" long, dual access, forced air cooling, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" crate capacity, door cylinder security locks, electronic control with digital display, hi-low alarm, hi/low temperature alarm, stainless steel interior & exterior, floor drain, (4) 5" swivel casters with front locking brakes, R290 Hydrocarbon refrigerant, 1/4 HP, cETLus, NSF	Each	2	\$ 17,255.00	\$ 34,510.00	On-Line	
111	Continental Refrigerator	1FENGD	Extra-Wide Freezer, reach-in, 28-1/2"W, one-section, self-contained refrigeration, stainless steel front, aluminum exterior & interior, full-height glass door, cylinder lock, electronic control with digital display, unit can be adjusted to operate as low as -10°F, hi-low alarm, electric condensate evaporator, R290 Hydrocarbon refrigerant, 1/2 HP, cETLus, NSF	Each	1	\$ 20,535.00	\$ 20,535.00	On-Line	
112	Advance Tabco	94-83-60-24RL	Regaline Sink, 3-compartment, with left & right-hand drainboards, 28" front-to-back x 20"W sink compartments, 14" deep, with 11"H backsplash, stainless steel legs with adjustable left-to-right and front cross rails, 24" drainboards, 1" adjustable bullet feet, 14 gauge 304 stainless steel, overall 36" F/B x 115" L/R, NSF	Each	2	\$ 11,776.00	\$ 23,552.00	On-Line	
113	Advance Tabco	WCH-15-48	Cabinet, wall mount, enclosed design with (2) hinged doors, 48"W x 15"D, with single intermediate shelf, 18/430 stainless steel construction, NSF	Each	2	\$ 6,910.00	\$ 13,820.00	On-Line	
114	Advance Tabco	VLG-368	Work Table, 96"W x 36"D, 14 gauge 304 stainless steel top, with countertop non drip edge, adjustable galvanized undershelf, galvanized legs, adjustable plastic bullet feet, NSF	Each	4	\$ 4,334.00	\$ 17,336.00	On-Line	
115	Advance Tabco	94-83-60-36RL	Regaline Sink, 3-compartment, with left & right-hand drainboards, 28" front-to-back x 20"W sink compartments, 14" deep, with 11"H backsplash, stainless steel legs with adjustable left-to-right and front cross rails, 36" drainboards, 1" adjustable bullet feet, 14 gauge 304 stainless steel, overall 36" F/B x 139" L/R, NSF	Each	1	\$ 15,506.00	\$ 15,506.00	On-Line	
116	Advance Tabco	9-OPC-84DL-300	Cabinet with Mop Sink, 50-3/8"W x 22-3/4"D x 84"H O.A., double hinged doors, left side mop sink 20"W x 16"D front to back x 12" deep (drain included), storage for mop bucket to roll in on right, (2) mop holders, (4) fixed intermediate shelves (3 on right, 1 on left above sink), slotted side panels for ventilation, 16/304 series stainless steel sink bowl, 18/304 series sink bowl apron, 18/300 series stainless steel cabinet, NSF	Each	1	\$ 15,107.00	\$ 15,107.00	On-Line	

117	Baxter Manufacturing	OV500G2EE	Rotating Rack Oven, gas, curved front, holds (2) single or (1) double oven racks, programmable digital controls, auto rack lift, Advanced Controls with 4-stage bake & 99 programmable menus, self-contained steam system, three pane field reversible glass door, stainless steel construction, fully fire sealed hood, flush floor, single vent, 275,000 BTU, cULus, UL EPH Classified, ENERGY STAR®	Each	1	\$ 66,061.00	\$ 66,061.00	On-Line	
118	Baxter Manufacturing	PRNYES2	Prison Safety Package, for double rack oven, includes tamper resistant hardware, lockable control cover with clear acrylic window, separate hasp for service panel access	Each	1	\$ 4,192.00	\$ 4,192.00	On-Line	
119	Baxter Manufacturing	BDSRSB-15	Stainless steel SINGLE END LOAD rack for DOUBLE RACK OVEN – (15) Slides (4" spacing)	Each	1	\$ 2,569.00	\$ 2,569.00	On-Line	
120	Univex	SRM60+	Mixer, floor model, 60 quart capacity, #12 PTO Hub, variable speed drive (4 fixed), includes removable SwingRing safety guard, stainless steel bowl, beater, whip, dough hook, bowl scraper, power bowl lift, and 15 minute timer, interlock switches, alloy gears,, 3 hp, cETLus, NSF, Made in USA	Each	1	\$ 29,232.00	\$ 29,232.00	On-Line	
121	Univex	SFG 500 B	Reversible Dough Sheeter, bench model, 75-3/5" long, 0" to 1.9" adjustable hard chrome polished cylinders, chain drive, 19-3/4" wide belt, start/stop buttons, folding tables, pivoting and removable arms, heavy duty rolling pins, cord and plug, 3/4 hp, 2.60-7.35 amps, cETLus, ETL-Sanitation	Each	1	\$ 22,252.00	\$ 22,252.00	On-Line	
122	FWE / Food Warming Equipment Co., Inc.	ETC-1520-24	Patient Tray Cart, mobile, (24) 15" x 20 or (12) 18" x 26" tray capacity, 5-1/4" OC, non-insulated cart, (2) flush mounted insulated doors, pitched center drain with plug, wraparound bumper, (2) push bar handles, stainless steel construction, 6" casters (2) rigid & (2) swivel with brakes, NSF	Each	3	\$ 11,400.00	\$ 34,200.00	On-Line	
123	Robot Coupe	R101BCLR	Combination Food Processor, 2.5 liter clear polycarbonate cutter bowl, see thru lid, stainless steel "S" blade, on/off push buttons, direct drive, fan-cooled, 1725 RPM, 3/4 HP, 120v/60/1-ph, 7.0 amps, NEMA 5-15P , cETLus, ETL-Sanitation	Each	4	\$ 936.00	\$ 3,744.00	On-Line	
124	Robot Coupe	CL50EULTRA	Commercial Food Processor, includes: vegetable prep attachment with kidney shaped & cylindrical hopper (no bowl), (1) 3mm grating disc (28058), (1) 3mm slicing disc (28064), stainless steel motor base, single speed 425 RPM, 1-1/2 HP, 120v/60/1-ph, 12.0 amps, NEMA 5-15P, cETLus, ETL-Sanitation	Each	1	\$ 3,640.00	\$ 3,640.00	On-Line	
125	Robot Coupe	BLIXER3	Blixer® Commercial Blender/Mixer, vertical, 3.7 liter capacity, stainless steel bowl with handle, stainless steel fine serrated "S" blade assembly, on/off buttons, pulse switch, single speed 3450 RPM, 1-1/2 HP, 120v/60/1-ph, 10.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation	Each	1	\$ 3,218.00	\$ 3,218.00	On-Line	
126	Robot Coupe	R2BCLR	Cutter/Mixer, 3 liter clear polycarbonate bowl with handle & see-thru lid, "S" blade with smooth edges, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 1 HP, 7 amps, NEMA 5-15P, cETLus, ETL-Sanitation	Each	2	\$ 1,708.00	\$ 3,416.00	On-Line	
127	Robot Coupe	R2N	Commercial Food Processor, 3 liter gray polycarbonate bowl with handle, vegetable prep attachment with external ejection, kidney-shaped opening, includes: (1) "S" blade (27055), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), continuous feed, bowl attachment designed for vertical cutting & mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 7.0 amps, 1 HP, NEMA 5-15P, cETLus, ETL-Sanitation	Each	1	\$ 2,079.00	\$ 2,079.00	On-Line	
128	Vollrath	28328-1	60"x28"x34"H Cold Serving	EA	1	\$ 17,457.84	\$ 17,457.84	On-Line	Moved from Lot 2 to Lot 1
129	Vollrath	28328-2	74"x28"x34"H Hot Serving C	EA	1	\$ 14,413.86	\$ 14,413.86	On-Line	Moved from Lot 2 to Lot 1
130	Vollrath	FC-4C-04120-N	NSF7 Refrigerated Cold Pan dro	EA	1	\$ 10,653.40	\$ 10,653.40	On-Line	Moved from Lot 2 to Lot 1
131	Vollrath	3640850	Hot Food Well Unit, Drop-In	EA	1	\$ 7,838.30	\$ 7,838.30	On-Line	Moved from Lot 2 to Lot 1
133	ACP	AMS035	MICROWAVE STEAMER OVEN	Each	1	\$ 13,435.00	\$ 13,435.00	On-Line	
134	ACP	HDC21Y2	MICROWAVE OVEN	Each	1	\$ 5,085.00	\$ 5,085.00	On-Line	
135	ACP	RCS10TS	MICROWAVE OVEN	Each	1	\$ 1,685.00	\$ 1,685.00	On-Line	
136	ACP	RFS18TS	MICROWAVE OVEN	Each	1	\$ 3,954.00	\$ 3,954.00	On-Line	
137	ACP	RMS10DSA	MICROWAVE OVEN	Each	1	\$ 819.00	\$ 819.00	On-Line	
138	APW Wyott	BM 30	HOT FOOD WELL UNIT, BUILT IN, ELECTRIC	Each	1	\$ 1,477.00	\$ 1,477.00	On-Line	
139	APW Wyott	GHP 2S	HOTPLATE, COUNTERTOP, GAS	Each	1	\$ 2,850.00	\$ 2,850.00	On-Line	
140	APW Wyott	HR 50S	HOT DOG GRILL	Each	1	\$ 5,801.00	\$ 5,801.00	On-Line	
141	APW Wyott	RTR 4	REFRIGERATED RAIL	Each	1	\$ 5,462.00	\$ 5,462.00	On-Line	
142	APW Wyott	XTRM 1	CONVEYOR TOASTER	Each	1	\$ 4,918.00	\$ 4,918.00	On-Line	
143	Beverage Air	BM23HC B	DRAFT BEER COOLER	Each	1	\$ 7,852.00	\$ 7,852.00	On-Line	
144	Beverage Air	NC51HC 1 W	ICE CREAM NOVELTY MERCHANDISER	Each	1	\$ 7,720.00	\$ 7,720.00	On-Line	
145	Beverage Air	RB49HC 1S	REFRIGERATOR, REACH IN	Each	1	\$ 17,307.00	\$ 17,307.00	On-Line	
146	Beverage Air	SB 031 RA HC	BLAST CHILLER FREEZER, COUNTERTOP	Each	1	\$ 29,841.00	\$ 29,841.00	On-Line	
147	Beverage Air	WTRCS48HC	WORKTOP COOK STAND REFRIGERATOR	Each	1	\$ 21,583.00	\$ 21,583.00	On-Line	
148	Carter Hoffmann	BB150	HEATED BANQUET CART	Each	1	\$ 15,222.00	\$ 15,222.00	On-Line	
149	Carter Hoffmann	CH1600	CABINET, COOK / HOLD / OVEN	Each	1	\$ 30,657.00	\$ 30,657.00	On-Line	
150	Carter Hoffmann	HL10 5	HEATED CABINET, UNDERCOUNTER	Each	1	\$ 14,162.00	\$ 14,162.00	On-Line	
151	Carter Hoffmann	HL6 18	MOBILE HEATED CABINET	Each	1	\$ 16,378.00	\$ 16,378.00	On-Line	
152	Carter Hoffmann	PH1830	MOBILE HEATED CABINET	Each	1	\$ 13,009.00	\$ 13,009.00	On-Line	
153	Champion	44 PRO	DISHWASHER, CONVEYOR TYPE	Each	1	\$ 42,770.00	\$ 42,770.00	On-Line	
154	Champion	DH 6000T	DISHWASHER, DOOR TYPE	Each	1	\$ 25,610.00	\$ 25,610.00	On-Line	
155	Champion	DL 2000	DISHWASHER, DOOR TYPE	Each	1	\$ 13,233.00	\$ 13,233.00	On-Line	
156	Champion	PP 20	DISHWASHER, POT/PAN/UTENSIL, DOOR TYPE	Each	1	\$ 67,583.00	\$ 67,583.00	On-Line	
157	Champion	UH130B	DISHWASHER, UNDERCOUNTER	Each	1	\$ 10,365.00	\$ 10,365.00	On-Line	
158	Cleveland Range	24CEA10.2	CONVECTION STEAMER, ELECTRIC	Each	1	\$ 28,392.00	\$ 28,392.00	On-Line	
159	Cleveland Range	24CGA10	CONVECTION STEAMER, GAS	Each	1	\$ 27,190.00	\$ 27,190.00	On-Line	
160	Cleveland Range	KDL80	KETTLE, DIRECT STEAM, STATIONARY	Each	1	\$ 18,412.00	\$ 18,412.00	On-Line	
161	Cleveland Range	KGL60T	KETTLE, GAS, TILTING	Each	1	\$ 38,804.00	\$ 38,804.00	On-Line	
162	Cleveland Range	SGL40T1	TILTING SKILLET BRAISING PAN, GAS	Each	1	\$ 29,266.00	\$ 29,266.00	On-Line	
163	Doyon Baking Equipment	AEF025SP	MIXER, SPIRAL DOUGH	Each	1	\$ 31,135.00	\$ 31,135.00	On-Line	
164	Doyon Baking Equipment	DSA4330	DOUGH DIVIDER ROUNDER	Each	1	\$ 30,272.00	\$ 30,272.00	On-Line	
165	Doyon Baking Equipment	JAP06G	CONVECTION OVEN / PROOFER, GAS	Each	1	\$ 45,084.00	\$ 45,084.00	On-Line	
166	Doyon Baking Equipment	KDPR11	PROOFER RETARDER COMBINATION, ROLL IN	Each	1	\$ 50,796.00	\$ 50,796.00	On-Line	
167	Doyon Baking Equipment	SRO1G	OVEN, GAS, ROLL IN	Each	1	\$ 137,014.00	\$ 137,014.00	On-Line	
168	Eagle Group	HT40B 208	HOT FOOD SERVING COUNTER / TABLE	Each	1	\$ 12,242.00	\$ 12,242.00	On-Line	
169	Eagle Group	PC15120SE CS	DISH CABINET	Each	1	\$ 8,560.00	\$ 8,560.00	On-Line	
170	Eagle Group	QM2966 4 SR/D	QUEEN MARY	Each	1	\$ 8,564.00	\$ 8,564.00	On-Line	
171	Eagle Group	SDTCIL 72 14/3	DISHTABLE, SOILED "L" SHAPED	Each	1	\$ 12,300.00	\$ 12,300.00	On-Line	
172	Eagle Group	T2496STEM	WORK TABLE, STAINLESS STEEL TOP	Each	1	\$ 6,194.00	\$ 6,194.00	On-Line	
173	Globe	C12	FOOD SLICER, ELECTRIC	Each	1	\$ 3,212.00	\$ 3,212.00	On-Line	
174	Globe	CM12	MEAT GRINDER	Each	1	\$ 2,492.00	\$ 2,492.00	On-Line	
175	Globe	S13A	FOOD SLICER, ELECTRIC	Each	1	\$ 19,850.00	\$ 19,850.00	On-Line	
176	Globe	SP20 (SP20_1130)	PLANETARY MIXER	Each	1	\$ 6,798.00	\$ 6,798.00	On-Line	
177	Globe	SP60	PLANETARY MIXER	Each	1	\$ 34,872.00	\$ 34,872.00	On-Line	
178	Hatco	C 12	BOOSTER HEATER, ELECTRIC	Each	1	\$ 5,041.00	\$ 5,041.00	On-Line	
179	Hatco	DL 1600	DECORATIVE LAMP	Each	1	\$ 510.00	\$ 510.00	On-Line	
180	Hatco	GR2SDH 36D	DISPLAY MERCHANDISER, HEATED, FOR MULTI PRODUCT	Each	1	\$ 8,882.00	\$ 8,882.00	On-Line	
181	Hatco	GR 72	HEAT LAMP	Each	1	\$ 982.00	\$ 982.00	On-Line	
182	Hatco	PMG 100	BOOSTER HEATER, GAS	Each	1	\$ 19,696.00	\$ 19,696.00	On-Line	
183	Imperial	IFSCB250	GAS FRYER, BATTERY	Each	1	\$ 47,067.00	\$ 47,067.00	On-Line	
184	Imperial	IR 6 E	RANGE, 36", 6 ROUND SOLID BURNERS	Each	1	\$ 14,296.00	\$ 14,296.00	On-Line	
185	Imperial	IR 6 G24T E	RANGE, 60", 6 ROUND SOLID BURNERS, 24" GRIDDLE	Each	1	\$ 33,367.00	\$ 33,367.00	On-Line	
186	Imperial	IR 8 XB	RANGE, 48", 8 OPEN BURNERS	Each	1	\$ 21,104.00	\$ 21,104.00	On-Line	
187	Imperial	ITG 48 E	GRIDDLE, ELECTRIC, COUNTERTOP	Each	1	\$ 19,570.00	\$ 19,570.00	On-Line	
188	InSinkErator	AS101K 5	DISPOSER CONTROL PANEL	Each	1	\$ 5,039.00	\$ 5,039.00	On-Line	
189	InSinkErator	GD 1000 N INSU	RECYCLING SYSTEM	Each	1	\$ 156,496.00	\$ 156,496.00	On-Line	
190	InSinkErator	PRT	WASTE COLLECTOR	Each	1	\$ 18,472.00	\$ 18,472.00	On-Line	
191	InSinkErator	SS 100	DISPOSER	Each	1	\$ 2,935.00	\$ 2,935.00	On-Line	
192	InSinkErator	WX 500 18A WX101	WASTE SYSTEM, PULPER	Each	1	\$ 42,834.00	\$ 42,834.00	On-Line	
193	Lincoln Foodservice	1116 000 U	CONVEYOR OVEN, GAS	Each	1	\$ 29,519.00	\$ 29,519.00	On-Line	
194	Lincoln Foodservice	1130 000 V	CONVEYOR OVEN, ELECTRIC	Each	1	\$ 32,673.00	\$ 32,673.00	On-Line	
195	Lincoln Foodservice	1400 FB2G	CONVEYOR OVEN, GAS	Each	1	\$ 65,675.00	\$ 65,675.00	On-Line	
196	Lincoln Foodservice	2024 GUP	CONVEYOR OVEN, GAS	Each	1	\$ 28,840.00	\$ 28,840.00	On-Line	

197	Lincoln Foodservice	V2500/1346	CONVEYOR OVEN, ELECTRIC	Each	1	\$ 19,080.00	\$ 19,080.00	On-Line	
198	Pitco Frialator	P18	FRYER FILTER, MOBILE	Each	1	\$ 12,383.17	\$ 12,383.17	On-Line	
199	Pitco Frialator	SE14	ELECTRIC FLOOR FRYER	Each	1	\$ 19,193.07	\$ 19,193.07	On-Line	
200	Pitco Frialator	SE14RS 2FD	FRYER BATTERY, ELECTRIC	Each	1	\$ 70,494.72	\$ 70,494.72	On-Line	
201	Pitco Frialator	SG14RS 1FD	FRYER BATTERY, GAS	Each	1	\$ 44,096.12	\$ 44,096.12	On-Line	
202	Pitco Frialator	SG14RS 2FD	FRYER BATTERY, GA	Each	1	\$ 65,903.37	\$ 65,903.37	On-Line	
203	Star	30CBD	HOT DOG GRILL	Each	1	\$ 6,177.00	\$ 6,177.00	On-Line	
204	Star	314HX	CONVEYOR OVEN, ELECTRIC	Each	1	\$ 20,147.00	\$ 20,147.00	On-Line	
205	Star	5136CF	CHARBROILER, ELECTRIC, COUNTERTOP	Each	1	\$ 11,191.00	\$ 11,191.00	On-Line	
206	Star	648TF	GRIDDLE, GAS, COUNTERTOP	Each	1	\$ 10,216.00	\$ 10,216.00	On-Line	
207	Star	QCS3 1000	CONVEYOR TOASTER	Each	1	\$ 6,842.00	\$ 6,842.00	On-Line	
208	Waring	CTS1000B	CONVEYOR TOASTER	Each	1	\$ 2,059.04	\$ 2,059.04	On-Line	
209	Waring	MX1200TX	BLENDER, BAR	Each	1	\$ 1,212.28	\$ 1,212.28	On-Line	
210	Waring	WCM50	COFFEE BREWER	Each	1	\$ 790.33	\$ 790.33	On-Line	
211	Waring	WDG250T	PANINI GRILL	Each	1	\$ 2,007.05	\$ 2,007.05	On-Line	
212	Waring	WSB60	IMMERSSION BLENDER	Each	1	\$ 1,717.89	\$ 1,717.89	On-Line	
213	Wells	HRCP 7300	HOT / COLD FOOD WELL UNIT, DROP IN, ELECTRIC	Each	1	\$ 28,971.00	\$ 28,971.00	On-Line	
214	Wells	MOD 300DM	HOT FOOD WELL UNIT, DROP IN, ELECTRIC	Each	1	\$ 7,323.00	\$ 7,323.00	On-Line	
215	Wells	RCP 300	COLD FOOD WELL UNIT, DROP IN, REFRIGERATED	Each	1	\$ 16,774.00	\$ 16,774.00	On-Line	
216	Wells	WVAE 55FC	VENTLESS FRYER	Each	1	\$ 76,258.00	\$ 76,258.00	On-Line	
217	Wells	WVU 48SS	VENTLESS EXHAUST SYSTEM	Each	1	\$ 68,675.00	\$ 68,675.00	On-Line	
218	Crown	ETP-10E-CS	Double Steamer, Boilerless, Electric	Each	1	\$ 62,222.00	\$ 62,222.00	On-Line	
219	Crown	ETP-10G-CS	Double Steamer, Boilerless, Gas	Each	1	\$ 62,222.00	\$ 62,222.00	On-Line	
220	Crown	GS-30	Tilting Skillet Braising Pan, Gas	Each	1	\$ 50,376.00	\$ 50,376.00	On-Line	
221	Crown	GS-40	Tilting Skillet Braising Pan, Gas	Each	1	\$ 54,246.00	\$ 54,246.00	On-Line	
222	Crown	ES-30	Tilting Skillet Braising Pan, Electric	Each	1	\$ 38,235.00	\$ 38,235.00	On-Line	
223	U-Line	UCRE527-SS31A	Refrigerator, Reach-In, Single Door	Each	1	\$ 9,329.00	\$ 9,329.00	On-Line	
224	U-Line	UCRE553-SS71A	Refrigerator, Reach-In, Double Door	Each	1	\$ 11,509.00	\$ 11,509.00	On-Line	
225	U-Line	UCFZ527-SS31A	Freezer, Reach-In, Single Door	Each	1	\$ 10,319.00	\$ 10,319.00	On-Line	
226	U-Line	UCFZ553-SS71A	Freezer, Reach-In, Double Door	Each	1	\$ 12,869.00	\$ 12,869.00	On-Line	
227	Icetro	IM-0550-AC	Ice Maker, Cube-Style	Each	1	\$ 8,220.00	\$ 8,220.00	On-Line	
228	Icetro	IB-044	Ice Bin for Ice Machines	Each	1	\$ 3,267.00	\$ 3,267.00	On-Line	
229	Icetro	IM-2000-RC	Ice Maker, Cube-Style	Each	1	\$ 21,404.00	\$ 21,404.00	On-Line	
230	Icetro	IB-085-48	Ice Bin for Ice Machines	Each	1	\$ 4,607.00	\$ 4,607.00	On-Line	
231	Convotherm	C4 ET 6.20 EB-N	(electric, steam generator) Combi Oven	Each	1	\$ 35,115.00	\$ 35,115.00	On-Line	
232	Convotherm	C4 ET 6.20 GB-N	(gas, steam generator) Combi Oven	Each	1	\$ 41,670.00	\$ 41,670.00	On-Line	
233	Convotherm	C4 ET 6.20 ES-N	(electric) Combi Oven	Each	1	\$ 34,054.00	\$ 34,054.00	On-Line	
234	Convotherm	C4 ET 6.20 GS-N	(gas) Combi Oven	Each	1	\$ 41,698.00	\$ 41,698.00	On-Line	
235	Convotherm	C4 ET 20.20 GS-N	Gas, Roll in Combi Oven	Each	1	\$ 83,304.00	\$ 83,304.00	On-Line	
236	Garland	MCO-GS-10-S	single convection oven, solid state control, gas	Each	1	\$ 14,867.00	\$ 14,867.00	On-Line	
237	Garland	MCO-GS-20-S	double stack convection oven, solid state control, gas	Each	1	\$ 29,733.00	\$ 29,733.00	On-Line	
238	Garland	MCO-ES-10-S	single convection oven, solid state control, electric	Each	1	\$ 13,723.00	\$ 13,723.00	On-Line	
239	Garland	MCO-ES-20-S	double stack convection oven, solid state control, electric	Each	1	\$ 27,446.00	\$ 27,446.00	On-Line	
240	Garland	GFE24-4L	Gas, 24" range with oven	Each	1	\$ 15,909.00	\$ 15,909.00	On-Line	

Manufacturer	Aggregate Extended List	Discount	Ranked Bid Amount
AccuTemp	\$ 446,943.00	Online	Online
ACP	\$ 24,978.00	Online	Online
Advance Tabco	\$ 85,321.00	Online	Online
Alto-Shaam	#####	Online	Online
APW Wyott	\$ 20,508.00	Online	Online
Baxter Manufacturing	\$ 72,822.00	Online	Online
Beverage Air	\$ 84,303.00	Online	Online
Blodgett	\$ 279,726.00	Online	Online
Cambro	\$ 233,410.00	Online	Online
Carter Hoffmann	\$ 89,428.00	Online	Online
Champion	\$ 159,561.00	Online	Online
Channel Manufacturing	\$ 265,849.00	Online	Online
Cleveland Range	\$ 142,064.00	Online	Online
Continental Refrigerator	\$ 261,616.00	Online	Online
Cres Cor	\$ 239,328.00	Online	Online
Crown	\$ 267,301.00	Online	Online
Delfield	\$ 804,435.00	Online	Online
Doyon Baking Equipment	\$ 294,301.00	Online	Online
Duke Manufacturing	#####	Online	Online
Eagle Group	\$ 47,860.00	Online	Online
FWE / Food Warming Equipment Co., Inc.	\$ 34,200.00	Online	Online
Globe	\$ 67,224.00	Online	Online
Groen	\$ 761,470.00	Online	Online
Hatco	\$ 35,111.00	Online	Online
Hobart	#####	Online	Online
Hoshizaki	\$ 383,380.00	Online	Online
Ice-O-Matic	\$ 180,295.00	Online	Online
Icetro	\$ 37,498.00	Online	Online
Imperial	\$ 135,404.00	Online	Online
InSinkErator	\$ 225,776.00	Online	Online
Lincoln Foodservice	\$ 175,787.00	Online	Online
Manitowoc	\$ 362,011.00	Online	Online
Metro	#####	Online	Online
Pitco Frialator	\$ 212,070.45	Online	Online
Robot Coupe	\$ 16,097.00	Online	Online
Scotsman	\$ 375,128.00	Online	Online
Southbend	\$ 287,910.00	Online	Online
Star	\$ 54,573.00	Online	Online
Traulsen	#####	Online	Online
True Manufacturing Co., Inc.	#####	Online	Online
U-Line	\$ 44,026.00	Online	Online

Univex	\$ 51,484.00	Online	Online
UNOX	\$ 395,450.00	Online	Online
Victory Refrigeration	#####	Online	Online
Vollrath	\$ 50,363.40	Online	Online
Vulcan	#####	Online	Online
Waring	\$ 7,786.59	Online	Online
Wells	\$ 198,001.00	Online	Online
Convotherm	\$ 235,841.00	Online	Online
Garland	\$ 101,678.00	Online	Online

Item Lot Assignment Changes				
Manufacturer	PREVIOUS		REVISED	
	Lot	RFP Item	Lot	RFP Item
Vollrath	Lot 1 - Commercial Equipmen	128	Lot 2 - Smallware Items	3
Vollrath	Lot 1 - Commercial Equipmen	129	Lot 2 - Smallware Items	4
Vollrath	Lot 1 - Commercial Equipmen	130	Lot 2 - Smallware Items	7
Vollrath	Lot 1 - Commercial Equipmen	131	Lot 2 - Smallware Items	9
Vollrath	Lot 1 - Commercial Equipmen	132	Lot 2 - Smallware Items	REMOVED
Vollrath	Lot 2 - Smallware Items	3	Lot 1 - Commercial Equipmen	128
Vollrath	Lot 2 - Smallware Items	4	Lot 1 - Commercial Equipmen	129
Vollrath	Lot 2 - Smallware Items	7	Lot 1 - Commercial Equipmen	130
Vollrath	Lot 2 - Smallware Items	9	Lot 1 - Commercial Equipmen	131