

	COLLETON COUNTY SCHOOL DISTRICT	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	DO-2023-001 4/4/2023 Susan Crosby (843) 782-4510 EXT. 71400 smcrosby@colleton.k12.sc.us
SEALED BID Request for Proposal (RFP)			

DESCRIPTION: Exclusive Beverage and Vending Machine Contract

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

SUBMIT OFFER BY (Opening Date/Time): THURSDAY, MAY 4, 2023 @ 11:00AM

QUESTIONS MUST BE RECEIVED BY: THURSDAY, APRIL 20, 2023 @ 10:00AM

Via E-mail: smcrosby@colleton.k12.sc.us

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original hard copy, five (5) copies and One (1) USB**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Colleton County School District
500 Forest Circle Road
Walterboro, SC 29488

PHYSICAL ADDRESS:
Colleton County School District
500 Forest Circle Road
Walterboro, SC 29488

CONFERENCE TYPE: None DATE & TIME:	LOCATION:
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AWARD & AMENDMENTS	Award will be on 5/19/23 . The award, this solicitation, and any amendments will be posted at the following web address: https://www.colleton.k12.sc.us/departments/procurement
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	<input type="checkbox"/> Small (15 employee or less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED

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

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent)				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:25%;">Number</td> <td style="width:20%;">Extension</td> <td style="width:40%;">Facsimile</td> </tr> </table>	Area Code	Number	Extension	Facsimile
Area Code	Number	Extension	Facsimile		
	E-mail Address				

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

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (CHECK ONLY ONE)
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PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms “made,” “manufactured,” and “grown” are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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Scope of Work begins on page 12

INSTRUCTIONS TO OFFERERS

Submit Proposal and a completed W-9 form for your agency in a sealed envelope with the RFP number as well as the time and date for opening prominently marked on the outside.

Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted.

All bids must be signed by an authorized officer or employee of the offerer.

All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.

All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by The School District, may be considered as one factor in determining the award.

Prices will be considered net if no discount is shown.

GENERAL CONDITIONS

GENERAL PROVISIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the quote/bid or to procure any goods or services.

An authorized individual who may bind the Offeror to provide the services in accordance with the specifications contained in this RFP/IFB must sign your quote/bid response. The quote/bid response must contain a statement to the effect that your quote/bid is firm for a period of thirty (30) days from the bid due date or longer if so required by the District.

Colleton County School District Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.

In the event that a bid (with \$50,000.00 or greater in value) is unintentionally opened prior to the official time set for the bid opening, the employee opening such a bid shall immediately inform the Chief Procurement officer, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.

Addenda: Addenda shall be issued prior to the RFQ/IFB submittal date and time for the purposes of modifying or interpreting the quote/bid/proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP/IFB, an addendum will be posted at

<https://www.colleton.k12.sc.us/departments/procurement>

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP/IFB. No addenda shall be issued later than four (4) days prior to the RFP/IFB submittal date except to a) withdraw the RFP/IFB solicitation, or b) to postpone the RFQ/IFB submittal date and time. The Chief Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Ambiguous Quotes/Bids: Quotes/bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

Approval of Publicity Releases: The Contractor shall not have the right to include the District's name in its published list of

customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

Authorization and Acceptance: The quote/bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFQ/IFB/RFP. The quote/bid/proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the quote/bid/proposal due date or longer if so required by the District.

In the event that identical bids/proposals are received on like items, the Chief Procurement Officer shall award the quote/bid/proposal in accordance with the District's Procurement Code.

Bidder's Qualification: No quote, bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

Clarifications: The District reserves the right, at any time after opening and prior to award, to request from any Proposer clarification, address technical questions, or to seek or provide other information regarding the Proposer's bid. Such a process may be used for such purposes as providing an opportunity for the Proposer to clarify his quote/bid/proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

Competition: There are no Federal or State laws that prohibit Proposers from submitting a quote/bid/proposal lower than a price or quote/bid/proposal given to the United States Government. Proposers may submit a quote/bid/proposal lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this RFQ/IFB/RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the quote/quote/bid/proposal they consider to contain proprietary information.

Covenant against Contingent Fees: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Colleton County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Correction of Errors in the quote/bid/proposal: 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 quote/quote/bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No quote/bid/proposal shall be altered or amended after specified time for opening.

District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Finance Office of the District 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 District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District 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 www.colleton.k12.sc.us.

District Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Explanation to Prospective Bidders/Proposers:

Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their quote/bid/proposal.

Oral explanation and/or instructions given before the award of the contract shall not be binding.

Any information given to a prospective Bidder/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Bidders/Proposers as an amendment, if that information is necessary in submitting a quote/bid/proposal, or if the lack of it would be prejudicial to other prospective Bidders/Proposers.

Examination of Records:

The School District of Colleton County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the School District of Colleton County, or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Finance Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Finance Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

Prohibition Against Conflicts of Interest, Gratuities and Kickbacks: "Any employee or any official of the District, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws."

Quote/bid/proposal Constitutes Offer: By submitting a quote/bid/proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any quote/bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such quote/bid/proposal nonresponsive. Any inconsistencies between the RFQ/IFB/RFP and any other contractual instrument shall be governed by the terms and conditions of this RFQ/IFB/RFP, except where subsequent amendments to any contract resulting from this RFQ/IFB/RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFQ/IFB/RFP.

Quote/bid/proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Posting of Award (applies to contracts in excess of \$50,000.00): Notice of Award or Intent to Award will be posted on the District's Website: <https://www.colleton.k12.sc.us/departments/procurement>

Proper Invoice: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

Name of business

Contract number or other authorization for delivery of service or property

Complete description

Price and quantity of property or service actually delivered or executed

Shipping and payment terms.

Name where applicable

Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
Other substantiating documentation of information as required by the contract.

Proposer's Qualifications: Quotes/Bids/Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all quotes/bids/proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

Site Visits: The District reserves the right to make site visits to the successful contractor's operation facilities prior to and after award. Site visit may include:

Walk-through of warehouse and storage facilities.

Inspection and review of delivery fleet capabilities.

Substitutions: The materials and products described in the RFQ/IFB/RFP establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the RFQ/IFB/RFP to the words "or approved alternate" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. **Any deviation from the enclosed specifications must be documented on the quote/bid/proposal form.**

Time of Completion: Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her quote/bid/proposal delivery dates for each item as requested, and shall furnish all items in accordance with the quote/bid/proposal solicitation unless an extension was granted by the District in writing.

Unlawful Acts: The District interprets a signed quote/bid/proposal as signifying that the accompanying quote/bid/proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A quote/bid/proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Chief Procurement Officer prior to the last date and time set for receipt of the quote/bid/proposal responses. If the District fails to accept the response or award a contract within thirty (30) days after the quote/bid/proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

GENERAL PROVISIONS

- 1. Assignment:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
- 2. Bid Bond:** Bids will be accompanied by a Proposer's bond or certified check equal to five percent (5%) of the total dollar value of the submitted bid. When bid bond is required, it shall be so stated in the Instructions to Proposers.
- 3. Contractor Responsibility:** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their quote/bid/proposal.

4. **Default:** In case of default by the contractor, the District reserves the right to purchase any or all items in default in open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
5. **Drug-free Workplace:** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann., (1976).
6. **Equal Opportunity:** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
7. **Force Majeure:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

8. **Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

9. **Illegal Immigration:** (applicable to service contracts only) 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 District, 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 (5) 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

10. **Indemnification:** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

11. **Installation:** Where equipment is called for to be installed under this RFQ/IFB/RFP, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

- 12. Insurance:** Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.
- 13. Licenses and Permits:** 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 of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.
- 14. Minority Business:** Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of the certificate. The South Carolina definition of a minority business is a business that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include but are not limited to African Americans, Hispanic Americans, Native Americans, and Eskimos. At the end of each contract year, Contractor is to annually report to the District, any sub-contractor that is a certified minority business and the monetary amount paid to that firm.
- 15. Non-Appropriations:** Any contract entered into by the District or its departments, employees or agents resulting from this RFQ/IFB/RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 16. Offeror Responsibility:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ/IFB/RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFQ/IFB/RFP or contract.
- 17. Packaging and Delivery:** All Shipments shall be FOB destination, freight prepaid, to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
- 18. Delivery Time:** A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the successful bidder within five (5) working days after the date of award.
- 19. Delivery Conditions:** Deliveries shall be made to each school in the District on a regularly scheduled basis every week, Monday through Friday, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. Any changes to the schedule must be mutually agreed upon by the successful bidder and the District.
- 20. Holiday Deliveries:** "Holidays" shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the successful contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage.

Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

21. Protection of Existing Vegetation, Structures, Equipment, Utilities, And Improvements: The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

22. Quality of Product: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this RFQ/IFB/RFP shall be new and of first quality.

Right to Protest: Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within fifteen (15) days of the date of issuance of the RFQ/IFB/RFP or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any protest must be addressed to the Director of Procurement, Colleton County School District, and submitted in writing (a) by email to smcrosby@colleton.k12.sc.us (b) by facsimile at 843-782-0029, or (c) post or delivery to 500 Forest Circle, Walterboro, SC 29488

23. Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date the notification of award is posted. Shall not apply to small purchases (under \$50,000 in actual or potential value).

24. Save Harmless: (This clause does not apply to solicitations for service requirements). The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.

25. Subcontractors: Any bidder in response to this RFQ/IFB/RFP shall set forth in his quote/bid/proposal the name of each subcontractor. If the bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor and if the proposer is qualified to perform such work under the terms of the RFQ/IFB/RFP, the proposer shall list himself in the appropriate place in his quote/bid/proposal and not subcontract any of that work except with the approval of the District for good cause shown.

If you intend to subcontract with another business for any portion of the work and that portion exceeds 3% of your price, your offer must identify that business and the portion of work which they are to perform.

Submission of Data: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this Quote/bid/proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Colleton County School District.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days' advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

- 26. Substitutions:** Deliveries shall be made as ordered. Unauthorized substitutions and deviations from stated orders are prohibited.
- 27. Termination:** Subject to the Provision below, the contract may be terminated by the District providing a thirty (30) day advance notice in writing is given to the contractor.
- 28. Termination for Cause:** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

- 29. Unit Price Governing:** Unit prices will govern over extended prices unless otherwise stated in the RFQ/IFB.



SPECIFICATION FOR REQUIRED SERVICES

It is the intent of the Colleton County School District to solicit a RFP from qualified vendors to provide exclusive rights for canned and plastic bottle soft drinks, bottle water, sport drinks and ready to drink tea vending services in accordance with the specifications described in this bid notice. Initial prices of canned and bottled vended soft drink products shall be included in the proposal.

The Colleton County School District reserves the right to reject any brand of product offered.

The Colleton County School District has approximately 5400 students and over 850 employees. In addition to its regular and summer enrollments, the district hosts a variety of activities, which create consistent demand for the contractor's products.

The number of vending machines will be governed by the principal, the vendor and the school's enrollment. The locations of vending machines will be determined by mutual agreement of both parties at each school. The school reserves the right to add, remove or relocate machines with no effect on the commission paid.

The exclusive beverage/vending rights shall apply to all district facilities where beverage items as listed above are sold except in the area of school food services and cafeterias. The district will require all concessionaires and booster clubs to purchase all products directly from the vendor. The vendor will provide all needed dispensing machine needed at any location free of charge.

All fiscal arrangements to be agreed upon are based on existing conditions (including enrollment, personnel, practices, etc.) and the levels of labor costs, commodity costs, federal, state and local taxes and fees now in effect. In the event of any increase or decrease in the aforementioned items, the fiscal arrangements may be renegotiated to effect such change upon a mutually agreeable basis.

All bid pricing must be firm for a period of one year.

Scope of Work

INTRODUCTION TO SCOPE OF WORK

The proposed contract for beverages shall be an exclusive contract, with branding privileges. The Colleton County School District seeks to enter into a new contract with a beverage vendor to provide beverage vending for our schools and facilities. The vending machines will produce revenue for these schools and facilities at a commissioned rate. The commissioned rate shall be payable on a quarterly basis to each school or facility participating.

In addition, the district will accept offers from vendors who can supply a variety of drink brands and potentially combine them with healthy vended snacks

Who may utilize this contract?

Schools, administrative and non-school offices, school bus lots, booster clubs and other authorized activity programs, groups or locations as authorized by Colleton County Schools.

TERM OF CONTRACT:

Colleton County School District contracts on an annual basis only. Contracts are not automatically renewable. Contracts may be renewed with approval of both sides on an annual basis at the discretion of the school district.

The total term of this contract shall be from opening of business July 1, 2023 to close of business on **June 30, 2024**. The contract may be extended for four (4) additional one (1) year agreements with approval of both sides. Extensions to the term of the contract are possible with the following authorizations:

- (a). The Superintendent may authorize an extension of an additional two (2) years, after the initial first five (5) one-year contracts; and
- (b). After the close of the additional two (2) years, the Colleton County School District Board of Trustees may authorize an additional extension of three (3) years.

CONTRACT ADMINISTRATION:

The Colleton County School District's internal administration for this contract shall be as follows: The District's Director of Procurement will be the central contact for **all** items regarding the administration and management of this contract, including nutritional guidelines.

With the exception of the Superintendent and the Board of Trustees, no other individual or department may issue binding decisions regarding this contract. The Director of Procurement will receive all notices regarding this contract, negotiate and issue all contract modifications and contract change orders, maintain the contract file, and complete all problem solving required.

Internal management shall include:

The Director of Procurement shall manage all decisions regarding beverages for teacher's lounge, booster and other clubs, bus lots and all other non-student related beverage services. He shall make all decisions with input from internal sources as required and issue documents or negotiate with the Contractor as needed.

The Director of Procurement shall refer all decisions regarding additions or modifications of school facilities, including sports facilities, to the Buildings & Grounds Department. Decisions regarding new

schools and sport stadiums may also be referred to the Facilities Service Department, and coordinated with Facilities Services Department.

The Chief Procurement Officer will function as the sole conduit for all matters under the proposed contract. Final decisions regarding the above matters shall be communicated to the Contractor exclusively by the Chief Procurement Officer, and verified in writing. No other communication shall be binding.

SCOPE OF WORK/SPECIFICATIONS

1. NUTRITIONAL GUIDELINES:

The Contractor chosen for this contract must be flexible in the face of changing nutritional guidelines regarding beverages in schools. Changes in guidelines have, will and will continue to impact this contract. Changes in allowable product can result from new or revised federal legislation, state legislation and Colleton County School Board of Trustees Policies, but are not limited to these sources.

All products, pricing, contract changes and adjustments shall be approved through and by the Colleton County School District Chief Procurement Officer the required internal approvals.

The contractor shall abide by all decisions regarding school beverages legislated by, but not limited to, the following parties: Federal, State, or the Colleton County School District Board of Trustees. In addition, contractor shall follow the American Beverage Association Guidelines (Exhibit I).

2. VENDING MACHINES:

Vendor will deliver all products and provide all services. The schools and offices will not load vending machines, store stock, collect money from vending machines, provide refunds due to vending machine malfunction, or other duties related to maintaining the proposed contract. A vending filling schedule will be developed by the Contractor and maintained for each location. Each vending machine will have a label or other signage that indicates the telephone number to call for refilling or mechanical problems and whom to contact for refunds. A local contact is preferred.

Each vending machine must have an electronic or other mechanism which will provide the amount of product dispensed and monies received. This is required for audit purposes. Beverages must be packaged in bottles or cans. No paper, plastic, or any other type of carton is permitted.

Packaging cartons: All items in the contract must be delivered in the packaging size as offered in Contractor's pricing proposal.

Federal regulations require all beverages provided at K-5 schools level must be a 12 oz size, with the exception of water.

Milk Products are excluded from this contract.

Products offered should be 100% fruit juice, fruit flavored drinks, waters and flavored waters, ice tea, sports drinks and carbonated beverages. Restrictions apply within school grade levels as to those products that may or may not be offered. The final determination of products Contractor shall make available at each school grade level will be published as an Approved Products List. Carbonated beverages are currently permitted in all teachers lounges, school administrative offices and non-school facilities, bus lots and for after school activities (booster and other clubs). Carbonated drinks are not permitted to be sold in school cafeterias at any time of the day. Carbonated drinks may not appear in advertising on the front of vending machines.

Advertising may feature water, sports drink and 100% fruit juice products only. Advertising must be limited to the allowed products for the grade level of the school, to be indicated by the Approved Products List.

Vending machines must have the ability to power down during the hours of 7:00 pm to 6:00 am and during weekends and holidays in order to conserve electricity. CCSD require power saving features on all machines.

Machines without lights are desirable.

Vending machines are not required to be braced.

Location of all new machines will be determined in coordination with the Colleton County School District Buildings & Grounds Department, via the Director of Procurement.

Machines located outside of school or other buildings shall be secured by the Contractor- provided security cages, at Contractor's cost.

All machines will be equipped with dollar bill validators.

Vendor is responsible for all damage and vandalism to machines. In the case of repetitive incidents at any location, the Contractor shall report to the Colleton County School District Director of Procurement for remediation.

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.

The School District will add and delete machines as requested by its school principals and its management staff, as new schools are opened and other facilities are closed, and on an as-needed basis at its discretion.

Contractor will pay each school or location the contracted commission rate on a consistent and timely scheduled basis. Contractor shall provide reports detailing usage and collections for each machine at a school. Units sold and commissions will also be included.

3. VENDING FOR TEACHER'S LOUNGES, BUS LOTS AND NON- SCHOOL LOCATIONS:

Carbonated beverages are currently permitted in all teachers lounges, school administrative offices and non-school facilities, bus lots and for after school activities (booster and other clubs).

4. BOOSTER AND OTHER CLUBS:

The Booster and other clubs may utilize pricing made available for them through this contract; however, they may make their own decisions regarding products to offer for their fund-raising activities. Items to be sold to Booster and other clubs are not restricted by the requirements of this contract for food services or vending machines used in the schools.

All fountain drink purchases must include cups and CO2.

Contractor shall provide branded coolers, banners, water barrels and other approved point of purchase items for the booster clubs of Colleton County School District. The Contractor may offer other promotional items to the Booster and other clubs at its discretion, including free beverages for fundraising activities. All items provided must be initially approved by the Director of Procurement.

All billing will be on separate accounts set up by each club with the Contractor. The Colleton County School District provides for these clubs to purchase under the terms of this contract, however, will not be financially responsible for outstanding or other expenses of any club, organization, etc.

All deliveries shall be within forty-eight (48) business hours of the request. Twenty-four (24) business hours is preferred.

Clarification regarding whether or not a club is eligible to receive services under this contract shall be at the determination of the Colleton County School District Director of Procurement.

5. BRANDING AND SIGNAGE:

The Contractor may offer branded items during the term of the contract. All branded items must have the prior approval of the Colleton County School District Director of Procurement. For each school property, the consent of the school principal is also required. This consent must be acquired through the Director of

Procurement.

Items that promote carbonated beverages are not permitted at elementary schools.

No items may be installed without the knowledge and consent of the Buildings & Grounds Department. Contractor shall coordinate with the Buildings & Grounds Department the installation of branded items, which may include signage for stadiums, clocks, or other promotional items. Items that express a health-conscious approach are recommended. These items may only be installed outdoors.

Any electrical wiring must be performed by the Colleton County School District or its contractors, and shall be performed on a schedule that is acceptable and at the convenience of the Buildings & Grounds Department.

6. SCOREBOARDS:

Contractor will provide branded sports scoreboards for athletic venues during the term of the contract. These scoreboards will be permanent installations which shall become the property of the Colleton County School District upon installation. Provision of scoreboards includes any and all cost of and expenses associated with replacing or refurbishing indoor or outdoor scoreboards. The District will be responsible for all maintenance costs of Contractor installed scoreboards.

Installations are limited to middle schools and high schools, and vocational and upper grade (9-12). No installations are permitted at the elementary school level or below.

All scoreboards installed must have LED type lights and have a minimum of a one- year warranty.

Existing branded boards are hereby grandfathered into this contract. Where scoreboards require replacement or refurbishment, or are not already in existence, the Contractor may provide branded scoreboards for football, basketball, baseball, for installation in the sports stadiums and gymnasiums of the District. Scoreboards already installed, including branded scoreboards, will not be replaced unless in poor condition and in need of replacement. This determination will be at the discretion of the Buildings & Grounds Department, via the Director of Procurement.

The Contractor will coordinate any scoreboard installation or refurbishment with the Colleton County School District Buildings & Grounds Department. All electrical work must be performed by the Colleton County School District or its contractors, and shall be performed on a schedule that is acceptable and at the convenience of, the Buildings & Grounds Department.

8. SCHOLARSHIPS:

Contractor shall provide at least one (1) \$2500 scholarship for the High School in the District. Scholarship funds will be paid on contract inception and on the anniversary date of the contract for each year during the term of the contract. Brand name may appear in the scholarship title.

9. ADDITIONAL PROGRAMS OFFERED:

The Contractor will provide ideas for fund-raising opportunities for Middle and High schools through this solicitation. Additional offers such as Truckload sales and other opportunities made through the distributor, after Colleton County School District approval, will be provided to each middle and high school in a program binder.

The District suggests that creative, health conscious offers are most desirable and request offers regarding

such be included in vendor's proposal.

10. PROMOTIONAL PRODUCT:

Offerors shall provide annual promotional (free) product for the schools and other designated facilities, including school district offices. Promotional products must equal or exceed the current level below:

High School – 110 cases, each school, annually

Middle Schools – 60 cases, each school, annually

Elementary Schools – 35 cases, each school, annually

High School Sports Teams – 20 cases of the approved branded sports drink for each varsity football game home game, per school; and two (3) branded sideline coolers per school, annually.

District Office-50 cases, annually

Actual product may be provided with quantities as requested by each school, with deliveries spread over the school year if desired by the school.

12. CONTRACT AND ANNUAL BONUSES

The Colleton County School District encourages the offer of a Sign-Up bonus. The District will also accept offers of annual bonuses, or other creative means of providing financing for the schools. The District will consider offers of bonuses, annual bonuses, volume rebates or other creative means of providing financing for the District, schools and other designated facilities. Offers shall be included on the Price Proposal Sheet.

Examples are:

An annual sponsorship fee, payable each year commencing on the effective date of the Agreement and each anniversary date thereafter until the end of the Term of the Agreement, is to be paid per year not to exceed five (5) consecutive payments. If the Agreement is extended beyond the original term of five (5) years, annual payment will continue to be made in the extension years.

Commissions on cash collected (less sales taxes and applicable license and recycling fees) from all sales of products vending machines made from the campus and payable to the Colleton County School District.

The school district makes no requirements as to the type of offer required. This shall be left to the discretion of the Offerors, in consideration of the opportunity being made available.

13. APPROVED BEVERAGE LIST:

Two beverage lists will be created by the Offeror for this proposal:

Vending Machine Beverages and Booster Club (and other designated activity-type clubs, organizations PTO's) Beverages.

Products to be offered during the term of the Agreement will be determined by the Colleton County School District Request for Proposal Evaluation Committee, working together with the Coordinated School Health Advisory Committee for this purpose.

A final Approved List will be authorized in the negotiation phase of the Request for Proposal Evaluation process. The Colleton County School District acknowledges that in order to ensure compliance with Federal, State and local laws, policies and requirements, this is the most expedient method to determine suitable products for this Agreement.

Highly caffeinated beverages will not be authorized for school cafeterias or vending machines under this

Agreement.

14. SAMPLES:

During the Best Value Bid evaluation process, if so requested, Offerors shall be prepared to submit a reasonable amount of product samples to the evaluation committee, for testing purposes.

15. SCHOOL LIST AND MACHINE LOCATIONS:

Please refer to Exhibits A, which is a non-exclusive list of District locations requiring services.

The District does not guarantee a volume of sales, respectfully requests the right to increase or decrease the quantity of schools and facilities receiving services at our discretion.

16. CONTRACTOR'S RESPONSIBILITIES:

The Contractor will: Hold title and furnish the required automatic vending equipment and coolers and all other auxiliary equipment to provide services on premises. The machines installed must be new, and fully serviceable. New equipment shall be listed as certified by the Automatic merchandising Industry Health Code.

Guarantee that all equipment installed will meet the specifications published by the United States Health Federations and the National Sanitation Foundation and to maintain all vending machines, furnished and installed, in accordance with the minimum standards established by Federal, State and local laws.

Maintain all machines in a sanitary, presentable and serviceable condition such that desired products are available for sale on a 24-hour basis, seven days a week. Contractor is required to respond to repair or out-of-product calls within a 24-hour period. Machines requiring frequent maintenance must be replaced when requested by the Colleton County School District. Provide all necessary licenses and certifications at Contractor's expense. Pay all required taxes.

Provide to the Contract Administrator at Colleton County School District within fifteen days after the end of each quarter an auditable report showing by location, individual machine gross receipts and commissions payable. The actual commission checks are to be sent to the individual schools on a quarterly basis depending on contractor process and required sales to meet commission requirements.

Agree to reimburse any customer who does not receive satisfactory products or their money back from a vending machine.

Keep full records and accurate accounts in connection with vending services provided under the contract. All such records shall be retained by the Contractor for a period of three years from the close of each year's operations. The School District shall have access to all records pertaining to the account and may audit all such records and accounts at any time during regular business hours, with reasonable notice. A separate accounting record will be kept for each location and shall separately designate the revenue, sales and associated expenses for each unit and point of sales.

The Contractor shall furnish all labor, materials and equipment necessary to perform any service requested by the contract with directions from the District. All electrical requirements and services shall be provided by the District. All drains shall be provided by the District. Sufficient notice shall be given for needed electrical and plumbing work. All such work will be scheduled at the discretion of District.

The Contractor will be responsible for providing new machines when requested, and for moving vending

machines from location to location as requested due to location changes, such as the addition or deletion of a school, program or administrative location. Providing and moving machines shall be the responsibility of the Contractor, and at no cost to the District.

Failure to keep all machines in good repair or meet minimum health requirements will, at the discretion of the Colleton County School District Director of Procurement, result in Colleton County School District exercising its rights as defined in the termination clauses included in this proposal and the contract.

The Contractor shall leave the vending machines areas in a condition satisfactory to the District upon termination of the Contract.

The Contractor agrees to an orderly transfer of equipment at the termination of Contract, including coordination of machine removal and replacement with another company, via the Director of Procurement.

17. CONTRACTOR PERSONNEL:

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.

The Contractor must provide trained, uniformed and properly identified personnel to service the vending equipment. Contractor will be responsible for the acts and appearance of its employees while on Colleton County School District premises providing services under the term of the proposed contract. The personal hygiene of all persons assigned to perform services shall conform to all Federal, state and local laws. The District reserves the right to request reassignment of any Contractor employee who does not behave, dress or speak in a professional and business-like manner.

Persons who may be identified as a Sexual Offender as defined by the South Carolina Code (Ann. 2006), Paragraph 23-3-400; are prohibited from entering Colleton County School District properties, both grounds and facilities.

18. COLLETON COUNTY SCHOOL DISTRICT RESPONSIBILITIES:

- A. The Colleton County School District will give exclusive right to the Contractor to install, operate, supply and service automatic vending equipment and Food Service drink coolers at the locations as specified in the solicitation.
- B. Approve in writing all beverages to be sold in vending machines and drink coolers. No unauthorized beverages shall be permitted at any location.
- C. Approve the location of all machines and request addition or deletion of machines.
- D. Notify the Contractor if a machine(s) must be moved due to school relocations, renovations, etc.
- E. Provide water, electricity and drainage to a point within five (5) feet of each vending machine requiring such. Contractor may not alter, modify or use electrical adaptors on any electrical outlets.
- F. Provide general area sanitation.
- G. Provide for the disposal of drink containers and individual waste, but not for commercial packaging.

- H. Take all reasonable measures to cooperate with the Contractor in preventing damages to equipment or pilferage thereof, but will not be liable for such damages or pilferage.
- I. Will not guarantee specific quantities to be sold under this contract, nor permit the establishment or use of minimum quantity orders.

IV. Information for Offerors to Submit

A. Number of Proposals Required

The Offeror must submit the following number of proposals: One (1) Original, Five (5) Copies and One (1) USB. Please clearly mark the original signed document as “original” on the cover.

If requested by the District during the Evaluation of the Proposals, Offerors shall submit samples of items it intends to provide under the proposed contract.

B. Format for Proposals

The proposal will be comprised of the following sections:

Section 1: Basic Information

Title Page the Title Page should, at a minimum, list the Company’s name and the Proposal Title and Number.

First Page The first page of Offerors Proposal must be the first page of this Request for Proposals Solicitation, which has been completed and bears the original signature of the required party.

Section 2: Company Information and Vendor Qualifications

1. Please provide brief background information on the company. This should include items such as date of incorporation, number and location of its offices, number of employees, general operating philosophy of the company, organizational data and other basic information. Business and financial statements may be included.
2. Provide information that will indicate your company’s knowledge and expertise in the field of beverage contracting. Discuss corporate motivation, professional image and general operating philosophy.
3. The qualifications and prior experience of the vendor and vendor personnel on similar projects will be evaluated. Include a brief history of the Offeror’s experience in providing solutions of similar size and scope.

Section 3: Product List

1. Provide a list of the beverage products your company offers to the Colleton County School District for this proposal.
2. For each product offered, your company **must** provide a separate page for each product that includes ingredients and calories of the beverage. This information should directly follow your beverage product list in the proposal.
3. Trade secret ingredients may be listed as “Trade Secret”, with no further details. However, sugar content must be indicated. The goal of this requirement is to permit the Charleston County School District to assess the nutritional and caloric qualities of each product.

Section 4: Business References

Please provide a minimum of three (3) recent or current business references for projects of a similar size and scope as those specified in the Request for Proposal. **Provide the dates of work, name of the business, address, name of the contact person, and his or her telephone number and/or e-mail address. Experience with similar educational or governmental entities is preferred.**

Section 6: Technical Proposal

Please make sure your technical proposal includes the following:

1. Proposed plan for revenue generating projects.
2. Proven track record of success in generating revenue and in development activities Installation and Training.
3. Project Approach and Time Schedule
4. Prior experience refers to the degree of the Offeror's familiarity and proven experience with this type of contract and a demonstrated ability to provide quality service meeting industry and government guidelines. Please be sure to demonstrate your ability clearly. Key issues are knowledge of federal and state laws, health issues impacting the K-12 student population and a willingness to participate in creative, healthy solutions.
5. Offeror must provide a plan to change out all machines, should there be a vendor change. Turnaround time may be short so each vendor must submit a comprehensive plan to place their machines in current locations.

Proposals should provide the District with information that clearly supports the Offeror's capability to satisfy the requirements of this Request for Proposals. Offerors shall explain in detail each requirement requested. Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this proposal. The inclusion of marketing materials is not necessary.

V. Award Criteria

A. Award

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the District

B. Evaluation Criteria

Selection of the contractor for the exclusive beverage contract will be accomplished by applying the following evaluation criteria:

1. Qualification – 15%
 - a. Knowledge and expertise in the field of beverage contract
 - b. Motivation, professional image, references and general operating philosophy of the company.
 - c. Demonstrated competence to communicate with a diverse and complex community.
 - d. Proven track record of success in generating revenue and in development activities and proposed plans for revenue generating projects.
2. Level of Services – 15%
 - a. Management philosophy
 - b. Project Approach: Knowledge of state and federal laws regarding health issues affecting the K-12 student populations and willingness and creativity to participate in healthy solutions.
 - c. Machinery
 - d. Time Schedule

3. Costs and Benefits – 50%
 - a. Estimated revenue to be received by Colleton County School District
 - b. Fees and percentages expected to be paid from set amounts generated.
 - c. Bonuses and value-added benefits
 - d. Fund raising development

4. Beverage Products – 20%
 - a. Appropriateness for setting and population
 - b. Variety of selection
 - c. Packaging
 - d. Healthy Approach

C. Evaluation Committee

Proposals will be evaluated by a review committee on the basis of the evaluation criteria listed. During the evaluation period, Offerors are prohibited from contacting members of the evaluation committee regarding their proposals.

The District reserves the right to perform a two-part evaluation. In the case of a two-part evaluation, an initial ranking will provide a short list of Offerors, scored as most advantageous to least advantageous in terms of the evaluation criteria. The proposals which score significantly higher will continue to be evaluated, and those with lower scores will be eliminated from the evaluation process.

D. Interviews and Demonstrations

The District reserves the right to conduct vendor interviews and/ or request product demonstrations during the evaluation phase of this procurement. Product samples may be requested at Offeror's expense.

All interviews will be requested by the evaluation committee and would be arranged on an invitation – only basis. Interviews and demonstrations would generally consist of finalist in the evaluation process.

Options for interviews and demonstrations may include, but are not limited to: telephone interviews, “webinars”, live demonstrations or simultaneously scheduled vendor product presentations.

E. Negotiations

The District reserves the right to conduct negotiations with top ranked Offerors regarding price, services, contract terms and other contractual factors. **Negotiation will include discussion of development of the Allowed Beverages List for all products to be delivered under this contract, for Vending Machine Services also.**

Please refer to the Colleton County School District Procurement Code for more information on negotiation.

F. Final Ranking

Final evaluation ranking will include the evaluation criteria as well as the results of any interview or demonstration, if applicable. Final Rankings will result in Intent to award the proposal, unless otherwise cancelled, and results will be posted on the notice of the Intent to Award document. The Intent to Award document will be available on the Colleton County School District Procurement website at the conclusion of the evaluation process.

VI. TERMS AND CONDITIONS – GENERAL

The General Terms and Conditions of this contract shall be those requirements included herein and of the

proposed contract for the services.

1 PROJECT MANAGEMENT

Project Manager and contact for all work under the final contract for Colleton County School District shall be the Director of Procurement.

BID/PROPOSAL AS OFFER TO CONTRACT

By submitting the District a signed Bid and/or Proposal, you are offering to enter into a contract with Colleton County School District and agreeing to all terms and conditions provided herein. Your bid and/or proposal as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR PROPOSAL. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. 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.

ENTERING INTO CONTRACT: The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and/or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Procurement Department. By submitting a solicitation response, the proposer acknowledges that is has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

Exhibit A School and Building Listing

	Principal	Address	City, State, Zip	Phone	Fax
Bells Elementary	Angel Parker	12088 Bells Highway,	Ruffin, SC 29475	782-0012	866-7361
Black Street Elementary	Catherine Fanchette	256 Smith Street	Walterboro, SC 29488	782-4516	549-6220
Colleton County High	Maurice Cannon	150 Cougar Nation Drive	Walterboro, SC 29488	782-0031	538-2099
Colleton County Middle	Michael Keitt	1379 Tuskegee Airmen Drive	Walterboro, SC 29488	782-0040	782-0041
Cottageville Elementary	Tasheena Allen	648 Peirce Road	Cottageville SC 29435	782-4528	835-2095
Forest Hills Elementary	Joseph Guarino	633 Hiers Corner Road	Walterboro SC 29488	782-4512	782-3853
Hendersonville Elementary	Kyle Smalls	6089 Hendersonville Highway	Walterboro, SC 29488	782-0027	844-7361
Northside Elementary	Lauren Behie	1929 Industrial road	Walterboro, SC 29488	782-0015	538-3478
Thunderbolt Career	Anthony Kubik Jr.	1069 Thunderbolt Road	Walterboro SC 29488	782-4514	538-3009
District Office	Redell Sherrill	500 Forest Circle	Walterboro SC 29488	782-4510	549-9635
Building and Grounds	Kenny Blakeney	246 Beach Road	Walterboro SC 29488	782-4523	539-1094

Foods and Beverages (Competitive Foods)

In a 2001 report to Congress titled *Foods Sold in Competition with USDA School Meal Program*, the USDA defines two categories of “competitive foods”: “foods of minimal nutritional value” (FMNV) and “All other foods offered for individual sale . . . at any time during the school day anywhere on the school campus, including the school food service areas.” Standards for competitive foods available to children in schools need to be set so that these foods are consistent with those foods served to students through the USDA school meal program.

- A. All foods sold at any public-school site, prekindergarten through grade twelve, not only should provide the optimal nutrition that students need for growth, development, and academic achievement but also should support the development of healthful eating behaviors in students.
- B. All beverages sold or otherwise made available to students at any public-school site, Prekindergarten through grade twelve, not only should provide the optimal nutrition that Students needs for growth, development of healthful eating behaviors in students.
- C. A process should be established for community members and parents to provide input regarding any contracts for the sale of foods and beverages other than the reimbursable School meals sold in the school.

Vending Commission Rate: _____ %

Contractor agrees to pay this commission per case, carton or other pack size, on all products sold in vending machines.

**Contractor agrees to pay this commission
Commission will be based on cash collected minus sales tax.
Commissions will be paid directly to the school on a quarterly basis.**

Enhancements to the contract:

Scholarship Offerors

Free Product per facility offers

Bonus programs

OFFEROR'S NAME: _____

VIII. ATTACHMENTS TO SOLICITATION

A. Offeror's Checklist

B. Minority Participation Affidavit

ATTACHMENT A

OFFEROR'S CHECKLIST AVOID COMMON MISTAKES

Web site:

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

COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS.
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR 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-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS. PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation **not** against this checklist.

You do not need to return this checklist with your response.

IX: MINORITY PARTICIPATION AFFIDAVIT

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity? (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

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

- _____ Traditional minority
- _____ Traditional minority, but female
- _____ Women (Caucasian females)
- _____ Hispanic minorities
- _____ Temporary certification
- _____ Other minorities (Native American, Asian, etc.)

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