	Solicitation Type:	Invitation for Bids (IFB)
	Solicitation Number	2425-4MJ
	Date Issued	7/22/2024
	Procurement Specialist	B. Maurice Jackson, CPPB
	Phone	(843) 488-6929
	E-Mail Address	mjackson@horrycountyschools.net
	Address	HCS, Procurement Office
	Mailing:	Physical:
	PO Box 260005	335 Four Mile Road
	Conway, SC 29528	Conway, SC 29526

DESCRIPTION: Provide Beverage and Snack Vending Services
USING GOVERNMENTAL: Horry County Schools

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

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

SUBMIT OFFER BY (Opening Date/Time): **8/7/2024 /2:00 p.m.** (EST) (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY(Date/Time): **7/29/2024 /12:00 p.m.** (EST) (See "Questions From Offerors" provision)

SUBMIT QUESTIONS TO: mjackson@horrycountyschools.net

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3 **Initial here _____ if NO redacted copy is necessary.**

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Horry County Schools.

See "Submitting Your Offer" provision.


CONFERENCE TYPE: <input type="checkbox"/> MANDATORY <input type="checkbox"/> NOT MANDATORY <input checked="" type="checkbox"/> Not Applicable DATE & TIME: Click or tap to enter a date. at (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION:
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e
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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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	DATE SIGNED

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

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
 Unique Entity ID (UEI) #	DUNS#

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.) (See "Notice" clause)			
				E-Mail Address:			
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)				ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)			
				<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)			
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)			10 Calendar Days (%) _____	20 Calendar Days(%) _____	30 Calendar Days (%) _____	_____ Calendar Days (%)	
PREFERENCES DO NOT APPLY. SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(3)]							
PREFERENCES DO NOT APPLY. SOUTH CAROLINA PROCUREMENT CODE SECTION [§11-35-1524(E)(3)]							
CONFLICTS OF INTEREST IDENTIFICATION: Identify any employee, agent or representative of the Company or District (including members of the Horry County Board of Education) with more than a five percent (5%) interest in the Contractor's business. <input type="checkbox"/> Not applicable							
Names: _____							
Relationship: _____							

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

Return all with boxes checked:

- (1) Original of complete offer** Uploaded to the URL provided below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
- **Volume I – Technical Proposal**
 - **Volume II – Business Cost Price Proposal**
- (1) Redacted copy** Uploaded to the URL provided below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

(see Section II A "DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021")
(see Section II B "ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):"
(see Section IV "SUBMITTING REDACTED OFFERS (MODIFIED):")

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1].

FUNDS NOT AVAILABLE (JAN 2006): The District's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

MAXIMUM CONTRACT PERIOD – (ESTIMATED) (JAN 2006): Start date: 09/02/2024 End date: 9/01/2029.

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". [01-1040-1]

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one-year renewal options. The maximum potential contract life is five years.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED)

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

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

BOARD means the Horry County Schools Board of Education 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)]

BUYER means the Procurement Officer/Specialist.

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 means all types of Horry County Schools agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction. See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist 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.

COOPERATIVE PURCHASING means procurement conducted by, or on behalf of, more than (1) public procurement unit.

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.

DAYS means calendar days.

DISTRICT means a governmental entity governed by an elected Board of Education, which appoints a Superintendent to carry out policies established by the Board. This refers to the Horry County Schools hereinafter referred to as the "District".

HORRY COUNTY SCHOOLS (HCS) is a public school district serving Horry County, South Carolina.

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 any person acting within the scope of his/her authority and duly authorized by Horry County Schools to enter into and administer contracts and make written determinations and findings with respect thereto, as identified as such on either the Cover Page, an amendment, or an award notice.

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

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

US or **WE** means Horry County Schools.

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.

YOU and **YOUR** means Offeror. [02-2A003-3]

AMENDMENTS/ADDENDUMS TO SOLICITATION (MODIFIED) (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/Addendums. <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) 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 Chief Procurement Officer or designee is the only Horry County Schools official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MODIFIED): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the seventh business day after such notice is given. [02-2A010-3]

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Horry County Schools. 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 Specialist in writing, documenting the fact(s) of Offeror's error. [02-2A020-1]

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

BOARD AS PROCUREMENT AGENT (DEC 2015): The Procurement Officer is an employee of the Board acting on behalf of the Horry County Schools pursuant to the HCS Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (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 Specialist 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 Specialist 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 Horry County Schools, the Procurement Specialist may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (MODIFIED) (JAN 2006): The Horry County Schools District Procurement Code is available at: https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf [02-2A040-2]

The South Carolina Code of Laws are available at: <http://www.scstatehouse.gov/code/statmast.php>.

The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

COMPLETION OF FORMS/CORRECTION OF ERRORS: 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).

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1].

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JULY 2023)

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

(a) You certify that, after reasonable inquiry, 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 an 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]

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

TOBACCO FREE ENVIRONMENT CERTIFICATION: The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

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 District'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 district 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 Specialist 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 Horry County Schools may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAY 2019): If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with Horry County Schools or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.*** All communications must be solely with the Procurement Specialist.] [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 District 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 Specialist 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 Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) Horry County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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]

All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject "**QUESTIONS 2425-4MJ**" and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

REJECTION/CANCELLATION: Horry County Schools may cancel this solicitation in whole or in part. Horry County Schools 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 venture 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]

SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as 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 processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School 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 is available online at: <https://www.horrycountyschools.net/Page/683>

DISCLOSURE OF YOUR BID / PROPOSAL & 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 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 YOUR OFFER OR MODIFICATION (MAR 2015) (MODIFIED): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>. [02-2A135-2]

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

VENDOR REGISTRATION MANDATORY (MODIFIED MARCH 2020): The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted

solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current. Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](#) or S.C. Department of Revenue [Withholding \(sc.gov\)](#).

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. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED (DEC 2015): Any award is subject to prior approval by the Horry County School Board of Trustees. Board meetings are normally, but not always, held monthly. [02-2B015-2]

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020): Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files. [Rev02-2B070-2]

- (1) SUBMITTING A PAPER OFFER OR MODIFICATION: Paper offers are not the preferred method of submission.**
Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS."

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 one of the following address:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Procurement Office	Procurement Office
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

- (2) 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. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a Request for Proposal, you must submit one (1) original and five (5) copies. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The Districts' Mail Services picks up all mail from the US Postal Service daily around 9:00AM (excluding weekends and holidays) and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission of Offer.

MAIL PICKUP (JAN 2006): The District's Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer. [02-2B080-1]

OFFERING BY ITEM OR LOT (JAN 2006) : Offers may be submitted for complete lots or for one or more items not within lots. Failure to offer on all items within a single lot will be reason for rejection. [02-2B090-1]

ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020-MODIFIED): (a) Mandatory Registration. You must register before you can submit an offer online! 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 Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you.

3 **Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received.**

If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or cservice@vendorregistry.com . The Procurement Office is not able to assist you in entering your offer.

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

PROTEST-CPO – HCS ADDRESS (MODIFIED): Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing .(a) by email to rstrickland@horrycountyschools.net ,(b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005. [02-2B120-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK / SPECIFICATIONS:

INTRODUCTION:

Horry County Schools (HCS) is the third largest school district among the 85 school districts in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952 as a result of the consolidation of all existing school Districts in the county. Horry County Schools has more than 48,000 students and more than 6,000 employees. The district is made up 52 schools and four additional program schools within the nine attendance areas: Aynor, Carolina Forest, Conway, Green Sea Floyds, Loris, Myrtle Beach, North Myrtle Beach, Socastee, and St. James.

The District is governed by a board of trustees, the Horry County Board of Education, consisting of a 12-member Board of Education, elected from single-member Districts with the Board Chairman elected at-large. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.

1. For fiscal year 2024- 2025, the District will be operating twenty-eight (28) elementary, intermediate, and primary schools. These schools do not allow vending to students. Vending will only be located in the teacher workrooms and/or the office areas of the schools strictly for faculty/staff consumption. Vending to faculty/staff is not subject to the District's nutritional guidelines. Elementary schools may purchase water or other products meeting the nutritional guidelines for student field days or other activities during the school day, and they may purchase other products for fund-raising or after school activities.

2. For fiscal year 2024-2025, the District will be operating twelve (12) middle schools where some vending to students may occur during the school day which must adhere to the nutritional guidelines established. Faculty/staff consumption in two (2) designated areas is not subject to the District's nutritional guidelines. For information purposes only, the current vending practices of the middle schools are listed; however, the District reserves the right to change these practices on a location-by-location basis upon award of a contract:

Aynor Middle - No vending to students

Black Water Middle - No vending to students during the school day

Conway Middle - Vending to students allowed during the school day (except meal times)

Forestbrook Middle - No vending to students during the school day

Loris Middle - No vending to students

Myrtle Beach Middle - No vending to students during the school day

N. Myrtle Beach Middle- No vending to students

Ocean Bay Middle - Vending to students allowed during the school day (except meal times)

St. James Middle - No vending to students during the school day

Whittemore Park Middle - No vending to students

3. For fiscal year 2024-2025, the District will be operating ten (10) high schools, (1) one early college high school and two (2) academies, where considerable vending to students may occur during the school day, which must adhere to the nutritional guidelines established. Faculty/staff consumption in two (2) designated areas is not subject to the District's nutritional guidelines. For information purposes only, the current vending practices at the high schools for athletic events are listed; however, the District reserves the right to change these practices on a location-by-location basis upon award of a contract. No Vending during student mealtimes.

Aynor High - Booster club vends athletic events.

Carolina Forest High - Booster club vends athletic events.

Conway High - Booster club vends athletic events.

Green Sea High - Booster club vends athletic events.

Loris High - Booster club vends athletic events.

Myrtle Beach High - Booster club vends athletic events.

N. Myrtle Beach High - Booster club vends athletic events.

Socastee High - Booster club vends athletic events.

St. James High - Booster club vends athletic events.

4. The District has approximately four (4) office locations or adult education centers where staff vending is not subject to the nutritional guidelines.

SCOPE OF WORK:

It is the intent of the Horry County Schools Office of Procurement to solicit offers from qualified vendors to provide, furnish, install, maintain, stock, and operate vending equipment for the sale of snack and beverages for the District in accordance with all requirements stated herein. This award will be to one vendor for schools and other designated buildings within the District in accordance with all requirements stated herein. These specifications cover professional services to furnish all supervision, labor, materials, training, technical support, supplies and equipment necessary to provide the full services requested.

MINIMUM REQUIREMENTS:

The Contractor shall be responsible for

1. All beverage and snack services shall be in place and fully operational by August 19, 2024. It is expected that the vending company will coordinate the installation of machines with the removal of machines by any other vending

company providing services at the location such that the faculty/staff will have no lapse in vending services.

2. All snacks or cold beverages vended to students during the school day ONLY must meet the District's nutritional guidelines. (See the Nutritional Guidelines for Competitive Foods and Beverages provided on pages (42-43). Any changes to the nutritional guidelines will be communicated to the vending company when approved. Changes in the guidelines must be implemented by the vending company no later than July 1st following the date of the change or at the time specified by the District, whichever is sooner. The vending company shall notify the Buyer in the Invitation For Bids about any newly acquired products that may be a healthier substitution or a good addition to the vended products to students. The vending company shall provide to the Buyer documentation that the new product meets the District's nutritional guidelines and receive written approval from the Buyer prior to stocking such items in any vending machines for student consumption. No product shall be vended to students without specific written approval of the District. The nutritional guidelines are applicable ONLY to student vending during the school day. In addition, determination of whether a products meets the guidelines is based on-and shall be computed on-one serving size. The District understands that package sizes may contain more than one serving which can be notated on the forms provided.

3. Snacks or cold beverages vended to faculty/staff or vended at times other than during the school day are not required to meet the District's nutritional guidelines. The vending company shall provide a broad range of snacks and cold beverages, including water, for those areas/locations where only faculty/staff vending occurs or for after school or weekend District-sponsored activities.

4. Principals shall be allowed to use their discretion regarding vending times at any location and shall be allowed to limit student access to vending as a disciplinary tool. Principals will not be negotiating vending times with the awarded vending company(s). Principals determine the vending times at their locations.

5. Although it is anticipated that quantities will marginally increase over the term of the contract, the District reserves the right to add similar products or services, change the types of beverages vended, or delete products specified in the contract if requirements change during the performance of the contract. Pricing or fees for those products or services, if not stated in the original bid, shall be based on fair and reasonable prevailing compensation for like products or services and mutually agreed to by the District and the vending company.

6. The District reserves the right, in the event a new product becomes available in the market place which meets the District's nutritional guidelines but is not provided by the vending company, to purchase that product in the open market and make it available to students and faculty/staff until such time as the vending company can provide a comparable product. The District shall determine whether the open market product meets the nutritional guidelines or whether or not the product provided by the vending company is comparable to the open market product and meets the District's nutritional guidelines.

Machines & Maintenance

7. The vending company shall install new equipment (no more than five (5) years old) fully refurbished and cleaned for reuse, unless existing vending machines are serviceable and meet the requirements of this section. All machines shall have the latest technology and energy conservation features, such as ability to de-lamp and timers that, at a minimum, can be programmed to cut machines off at least thirty (30) minutes prior to and during meal times.

8. All machines shall have a product counter that cannot be altered, reset or tampered with in any way. At commencement of the contract, starting machine counts shall be provided to the Bookkeeper or other designated location representative and an inventory of all machines at all locations with their beginning vending counts shall be provided to the Buyer stated in the Invitation For Bids. At the discretion of the District, but no more often than quarterly, an appointment may be scheduled with the vending company to verify the counter of each machine by the Principal or the Buyer. Any changes in machines shall be provided to the Buyer with the beginning count and the ending count of the replaced machine as they occur during the term of the contract.

9. If, at some point during the term of the contract, the District negotiates vending of different sized products with different

vending prices and/or commission rates, machines shall be capable of keeping an accurate accounting of products vended by size for accurate computations of commission rates. In addition, should the District determine that vending of nutritional products will augment the District's Food Service Program, the machines at that time shall be retrofitted to be able to accurately calculate sales prior to and during lunch and after lunch.

10. A change in the quantity of machines or areas where vending will occur may be necessary during the course of the contract depending on location expansions, student population shifts, changes in Principals, or other such factors. The vending company shall work with the Principal to ensure product availability where desired by the Principal or other designated location representative and increase or decrease in machines at any location shall be communicated to the Buyer. If lack of sales from machines can be substantiated (due to outdated items, etc.), the District will consider having the machine removed

11. The number of machines, the areas in which the machines are located, and the hours of operation will be agreed upon by the Principal, the District, and the awarded vending company(s), and shall be, at a minimum, in accordance with District policy and the requirements of any regulatory authority. Machines, at a minimum, shall not be operational thirty (30) minutes prior to and during meal times at any school location. Vending may occur at other times throughout the day and for after-school activities. The District understands that decreasing operational hours (other than during meal times) will reduce the net commission received at a location; however, the commission rate shall not be decreased by the vending company for decreases in vending.

12. Machines shall be in operational order during the vending schedule approved by the Principal and the District. Any repairs to the machines are the responsibility of the vending company. The District will not pay any costs of repair or replacement of machines. Should any machines malfunction, the vending company shall send a service technician to the location by the next school day after notification by the location. The machine shall be repaired and fully operational or replaced within two (2) work days from notification by the location. Machines with significant, consistent down-time (non-operational periods) or requiring repeated service calls, which are not replaced by the vending company, may be grounds for termination of the contract or other such options available to the District.

13. The vending company shall have free access to the vending machines during normal location work hours, except during peak traffic periods, emergency drills or actual emergencies, or when students are congregated in the vending areas. The vending company shall coordinate appropriate times for re-stocking or repair services with the location Principal or other designated representative that will not conflict with location activities or the academic process.

14. Should the vending company, with approval of the Principal or other designated representative, desire to place any machines on the exterior of any building or inside other buildings located on the campus, the vending company shall be solely responsible for the security of those machines. The vending company shall provide and install, at no cost to the District, any required cages and anchoring devices to minimize damage or theft. Any loss of revenues resulting from machines at exterior locations or in other campus buildings shall be solely the responsibility of the vending company. Any loss of revenues from those machines shall not affect the commissions paid to the location for sales from those machines.

15. The vending company shall not place any other product vending machines not approved by the Principal or the District on District property. Neither shall the vending company nor its agents attempt to personally vend beverages, snacks, or other products nor give/donate/sell such products directly to students, faculty/staff or others at the location, except for the PTAs/PTOs, Booster Clubs, or other such separately organized entities or such conduct may be grounds for termination of the contract or other remedies available to the District.

16. All machines shall have the ability to accept US paper money and coins. All machines shall issue correct change, if required. Each machine shall be clearly labeled with contact information in the event of an emergency. The location Principal, Bookkeeper, or other designated location representative and the Buyer shall have contact numbers for servicing agents of the vending company and the service manager.

17. Machines at specific locations (such as the District Office facility) shall be equipped with card scanners/readers for the

purpose of accepting all major credit cards. It shall be the responsibility of the successful vendor to insure that the card reader functions properly and charges the correct amount.

18. All machines shall be assigned an identification number that shall be referred to in all correspondence, payments of commissions, etc. to clearly identify the District location, and receipts for each machine.

19. The District shall provide janitorial services for the areas where vending machines are located; however, the vending company is responsible for all maintenance and cleaning of its machines. The District's provision of janitorial services shall not relieve the vending company of this duty. Each machine shall be inspected every time it is refilled to ensure:

- a. Machine has the warning label affixed as required in paragraphs #33;
- b. Cooler is maintaining the correct temperature to maintain healthy beverages for popular consumption;
- c. Coin and bill collectors are operational and enough coins are available to make appropriate change, if necessary;
- d. Refunds have been made for products not dispensed, money not refunded, or change not provided at time of sale; and
- e. Machine is maintained and kept clean and sanitary to avoid termination of the contract.

20. The District shall be responsible for providing power (electricity) to operate vending machines. The Contractor must connect vending equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. Extension cords shall not be used to operate machines nor shall any machine cords be placed across doorways or hallways or in any manner that does not meet OSHA safety regulations or the District's safety requirements. Maximum cord length is 10 feet. If machines use a grounding circuit, then the Contractor is responsible for making certain that machines are grounded at all times. Any problems with electrical circuits must be reported to the Principal or the Buyer. Should the Principal or other designated location representative desire the vending company to place a machine in a location where a power source is not available, the District's Maintenance Department shall solely determine the feasibility of adding power in that location. Machines shall not be placed in areas where power is not readily accessible.

Vending Services

21. Prior to the inception of any contract year, principals may request a change in vending from specific to multiple brands or multiple to specific brands. The Principal shall provide sufficient justification for changing methods to satisfy the District's Procurement Office that the decision is not arbitrary or capricious.

22..Vend prices for snacks have an expected range of \$0.90 to \$1.50 for similar items. Vend prices for beverages have an expected range of \$0.90 to \$3.25, depending on size of beverage sold and to whom the beverages are vended. Commission rates shall be as established in the contract unless subsequently re-negotiated prior to an annual contract renewal year. Any change in pricing shall warrant a contract amendment.

23. Commission rates shall be the same for all similarly sized bottled beverages (12 - 16 oz. or 18 - 20 oz.) regardless of flavors or types. Only bottled beverages shall be vended to students. Commissions shall be the same for all canned beverages vended regardless of size, flavors, or types.

24. Commission rates shall be applied to total units sold per location in any fiscal year from July 1st until June 30th of the following year but paid on a quarterly basis from September through June.

25. The commission rate and per-case purchase price offered shall be all inclusive whether accepting the District purchasing (VISA) or (Master Card) for payment or a purchase order with subsequent payment by check. Terms shall be net/30 days on all purchase orders.

26. All pricing stated shall be inclusive of any costs to the District for any products requested during the contract term, except as may be provided for elsewhere. The District shall pay no additional costs for delivery, freight, tariffs, customs, warehousing, distribution, handling, processing, servicing, overhead, profit, fines, penalties, mark-up, or any other costs of operations or

production for the products and services provided under this contract, except as may be provided for elsewhere in the terms and conditions.

27. All beverages provided in student vending machines shall be bottles with screw-on lids. Any deviation from this must be approved in advance by the school Principal. The District is seeking to switch to all bottles but will make allowances for cans in certain areas for faculty/staff vending only.

28. The vending company must provide a detailed accounting at least quarterly from September through June of each contract year of total gross sales, net sales, and total commission earned. The vending company shall provide such detailed accounting along with a check to the appropriate location. Such detailed accounting and check may be mailed or hand delivered no later than the 15th of the month following the month of sales. The vending company must maintain detailed history on types of products and quantities vended as well as products purchased by the location for other events for each year of the contract. The detailed history for all locations is to be provided to the Buyer in the Invitation for Bids solicitation no later than July 15th of each year of the contract, at the time of termination of the contract and/or at the completion of the contract. Should the Buyer request reports by location or in total at any time, the vending company shall provide such reports to facilitate administration of the contract.

29. Quantities sold and commissions paid shall be reconciled quarterly from September through June of the following year and paid to the location no later than the 15th of the month following the reconciled month. In the event the contract will not be renewed, the reconciliation for June shall be completed and commissions paid to the location no later than July 15th following the end of the contract term. In the event of termination of the contract, the vending company shall provide an immediate reconciliation by location and a check for all remaining commissions owed and any District cash award provided as part of the contract unless otherwise directed by the District.

30. The vending company shall have a uniform system, approved by each Principal or designated location representative, for refunds in the event a machine malfunctions and fails to vend, to provide correct change, or to return money.

31. The Principal or other designated location representative shall have the right, each time the vending machines are restocked, serviced or otherwise attended by the vending company's agent, to conduct a vending count and record the number of saleable items in the vending machine before and after restocking or to verify and record the automatic counter of vended products.

Health & Safety

32. The vending company and its agents shall preserve and protect all District property or the property of any third party on or adjacent to the location. The vending company shall repair or replace any damages incurred to the same or better condition, 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 services should the vending company be determined responsible for such damages by the District. If the vending company fails or refuses to repair or replace the damaged property, the District may contract for the necessary repairs or replacement and charge the cost to the vending company or deduct such amount from current payments or payments thereafter due to the vending company.

33. All machines shall have the following warning label on the face of the machine for safety purposes:

WARNING

Vending machine design prevents dispensing free products or coins

NEVER ROCK OR TILT

Machine can fall over causing serious injury or death

Label# _____

34. The vending company shall maintain competent and trained agents providing vending and repair services, and those agents shall fully understand the terms and conditions and requirements of this contract for services, especially as it relates to the approval of products prior to stocking such items in vending machines available for student consumption.

35. The schedule and frequency of servicing/stocking vending machines shall be determined between the Principal or other designated location representative and the vending company. The vending company is responsible for ensuring that products are available for consumption and may need to change the service schedule to meet the demand. Any revised schedule must be approved by the Principal or other designated representative to ensure that changes will not interfere with break periods, school activities or the educational process. Failure to meet the demand and not maintaining adequate levels of fresh products in the machines may be grounds for termination of the contract or other remedies available to the District.

If the vending company has a system to electronically monitor the usage/consumption of products, the District will be interested in employing this technology on the machines in certain locations. If available, this would be used to notify the vending company when a location is running low on stock which may lead to an additional servicing/stocking between the normal delivery times. (An example would be at the District Office prior to the beginning of the school year when multiple meetings are held.)

36. The vending company's servicing and repair agents must report to the location's Principal, Bookkeeper or designated representative upon arriving on site and upon leaving unless directed to do otherwise by one of those individuals. The vending company shall ensure that an accurate accounting of items stocked is provided to the Bookkeeper or designated representative upon leaving the premises. All vending company agents must be uniformed and carrying identification when on District property.

37. Delivery or service vehicles shall not enter or leave District property during peak traffic periods. Drivers of vehicles shall not operate their vehicles beyond the driveway and parking areas. Such vehicles shall be operated with due caution at all times while on District property. The speed limit shall not exceed twenty (20) miles per hour at any time.

38. Unloading of vehicles shall not be done when students are in the vicinity of the unloading, in the hallways of the building, or in the vending machine area. If students unexpectedly become present, the driver/unloader shall move promptly to the side of the hallway, stop, and remain stopped until all students are past before continuing to the vending machine area or continuing to stock. Neither the transporting of products nor the stocking of machines shall hamper the movement of students. Any property damage incurred or injury sustained, whether real or potential, shall be immediately reported to the Principal, the Bookkeeper or other designated location representative.

Products Vended or Purchased

39. Only products of top quality shall be placed in vending machines or provided for purchase. All products provided shall be routinely checked by the vending company during servicing for freshness and quality and any items not meeting the requirements of this contract shall be removed. All products provided by the vending company must be clearly labeled in compliance with FDA regulations including, but not limited to, product name, expiration date, and nutritional information.

40. Any beverage containers that are punctured, cracked, leaking, soiled, sticky, containing foreign objects with bulging/convex tops or bottoms shall not be placed in the vending machines. Any snack packaging that is punctured, torn, containing foreign objects, or with seal broken shall not be provided in vending machines. The servicing agents remedies day of expiration or will expire prior to the next servicing. All newly stocked items shall be stocked to the rear of any existing products ("First In First Out" rotation).

41. If the expiration date on any product is within one (1) day, the location reserves the right to call for immediate replacement regardless of normal servicing cycle and the vending company shall remove the product the next day. During the regular servicing of machines, the vending company shall remove any cans, bottles or snacks from vending machines with expiration dates that will expire before the next servicing. The vending company shall not provide purchased product that will expire prior to the scheduled event at which the location will use the product.

42. The vending company shall not place stipulations on the use of cases purchased, the price products are sold for, or the events at which the products are sold. Any clubs, concessions or other activities sponsored by the District or any

separately organized groups working for the benefit of the District, such as PTOs/PTAs, Booster clubs, or other such separately organized entities shall have the right to purchase product at the cost per case agreed upon when the product will be used or sold for the benefit of the District. Such organizations shall place orders through the location Bookkeeper after providing the required payment in advance to the location.

43. There shall be no limit on cases of product purchased for school use at any time during the term of the contract. The vending company is not required to provide products to the Principal or any District employee for their personal use or for use by their church or any other organization at the District contracted rates.

44. An unreasonable number of backorders, unavailable items, and/or failure to meet the stated delivery time may be causes for cancellation of the contract or other remedies available to the District. This shall be left to the school district's discretion.

45. All bidders are encouraged to submit a healthy vending program with their bid package.

Advertising & Promotions

46. At the District's discretion, machines, coolers, or other vending company equipment may carry the marketing logos and official colors of the vending company. Any other signage, logos, promotions, promotional material or anything that the District may construe as advertising intended to promote sales must be approved by the District before distribution or placement.

47. Any advertising on fences, scoreboards, signs or other District property by the vending company shall be at the discretion of the school Principal and subject to District policies and administrative approval, as appropriate.

48. Scholarships, advertisements, banners, rebates, fundraisers, or other such "soft" dollar add-ons shall not be considered in the award of a contract. The District is looking for maximum commissions from Bidders. Vendors are not obligated to provide such "soft" dollar items during the term of the contract; however, any awarded vending company shall provide the same items to all locations in each category specified in the Introduction of the Scope of Services Required for which they awarded a contract. (Example: If a full-page ad is purchased in one high school yearbook, then a full page ad must be purchased in any other high school yearbook that the vendor is providing services to.)

49. Scholarships, purchase of advertisements in school/District publications, banners, rebates, fundraisers, coupons, calendars, t-shirts, or other such items are considered by the District to be product promotions. The vending company may provide such promotional items at the total expense of the vending company upon approval or request of the Principal or other authorized District representative. Any fundraisers or other such promotional events shall be at the total expense of the vending company upon request and negotiation of the Principal or other authorized District representative of an acceptable commission on sales, if appropriate. If a request is made for promotional items or events, the vending company shall have the right to decline providing such items or participating in such fundraisers at the vending company's sole discretion. The inability of the vending company to provide such items or events shall not be a factor in determining award of a contract or renewal in any subsequent year of the contract. If the vending company provides such promotional items or events, they shall attempt to equitably distribute among all locations served.

50. The vending company or its agent shall occasionally meet with the school Principals to ensure that services and products provided under this contract meet the requirements of this contract and the needs of the location. In addition, the vending company or its agent shall regularly meet with the Buyer listed in the Invitation for Bids for approval of new products, changes in products, or other such issues that may arise during the administration of this contract.

Invoicing and Payments

51. The presentation of an invoice constitutes a representation by the vending company that is entitled to payment in the amount requested. The vending company shall not request payment for products or services not yet rendered or not rendered in accordance with the contract, as may be amended.

52. Sales tax for vended items shall be included and considered in determining the commission rate for vended sales. Bidder is responsible for collecting all appropriate Horry County and State sales tax and remitting the tax to the South Carolina Dept. of Revenue. Bidder shall express the percentage of commission on net sales on the Official Bid Form(s) as provided and shall provide a sample computation of net sales.

53. The District may decide not to approve payment or, because of subsequently discovered evidence or observations, may nullify the invoice, in whole or in part, to such extent as may be necessary, in the District's opinion, to protect the District from loss due to, but not limited to:

- a. Products or services not consistent with the intent of this contract not replaced or remedied;
- b. A claim by the District for property damage or other damages for which there is reasonable evidence that such claim is the responsibility of the vending company or its agents;
- c. Third-party claims filed or reasonable evidence indicating the probability of filing such claim for damages for which there is reasonable evidence that such claim is the responsibility of the vending company or its agents; or
- d. Other such reason.

When reasons for such withholding of payment are resolved, the amounts previously in dispute or withheld and subsequently negotiated, if necessary, shall be approved for payment, without interest accrual and less any amounts owed to the District.

Delivery

54. Delivery is an integral part of the provision of products or services under this contract. Stocking of vending machines shall be completed routinely to ensure sufficient products are available to students and faculty/staff at all times. Frequent stock shortages or outages are not acceptable. The vending company shall adjust their route scheduling to prevent shortages and outages at any location regardless of the quantities sold at that location.

55. Quantities of products purchased for special events must be delivered when agreed upon between Principal, Bookkeeper, or other designated location representative and the vending company. The location will endeavor to provide five (5) days advance notice of product needs.

Royalties & Patents

56. If the vending company provides any logo, design, device, or materials covered by patent or copyright, whether on its machines, products, or advertising in District publications, it is mutually agreed and understood without exception that the contract pricing includes all royalties or costs arising from the use of such logo, design, device or materials. Further, the vending company shall defend suits or claims of patent or copyright infringements or unpatented invention, process, or article manufactured or used in the performance of the contract and shall hold the District, its representatives, agents, and employees harmless against all claims, loss, damage, injury, fines, penalties and costs, including court costs and attorney's fees, charges, liability, and exposure, however caused on account thereof, including by use of the District.

DELIVERY TIME: All items and associated services shall be made between the hours of 8:00 am and 2:00 pm EST, Monday through Friday, except for District closures, unless the contractor and ordering school mutually agree upon another time frame. The approved student calendar is available online at the url: <http://www.horrycountyschools.net> , then select , then select Our Schools, Student Calendars under the About Us.

DELIVERY AND FOB REQUIREMENTS– All shipments shall be F.O.B. destination, freight prepaid and Allowed to the district locations specified in the purchase order or purchasing card authorization. The term FOB destination shall mean delivered and unloaded at either the delivery location, with all charges for transportation and unloading paid by Contractors. These charges are to be included in the price of the product, not invoiced separately by Contractors.

DELIVERY / INCORRECT PRODUCTS – Any products (a) not conforming to the specifications or the specifications of an approved substitution, (b) delivered in excess of the ordered quantity, (c) damaged, or (d) not including all components/parts, shall be returned to the Contractor at the Contractor's expense. Likewise, any products delivered short of the ordered quantity without notification on the packing slip or invoice that the remainder of the order is "backordered" shall be communicated to

the Contractor for resolution. The District shall withhold payment of the compliant portion of the shipment until the Contractor corrects the error. The Contractor shall have a maximum of ten (10) calendar days from the date of notification by the District of a shipment error, unless a timeline is otherwise agreed to between the District and the Contractor, to rectify the error to the satisfaction of the District or the Contractor may be required to pay liquidated damages to the District for not meeting the delivery time frame.

QUALITY – NEW (JAN 2006): All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT:

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED): Offeror shall submit a signed Cover Page and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-2]

Offers shall include the following with their response:

1. A list of references from at least three (3) commercial accounts the Offeror has performed or is currently performing a similar or larger scale scope of work within the past five (5) years. Provide the name of the business, address, contact person, telephone and/or email address. HCSD reserves the right to contact references provided. The District prefers that Horry County Schools not be listed as references. The District reserves the right to contact any, all or none of the references provided pursuant to this section.
2. Submit a brief description of prior experience proving similar services.
3. Offeror shall list all contact information of the local representative who will be performing under this contract.
4. List of failed projects, suspensions, debarments, and significant litigation. If none exists, include a statement stating such, indicate your response on page two of solicitation.

Name of Offeror as identified on the cover page: _____
 (Full legal name of business submitting the offer)

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

MINORITY PARTICIPATION (APR 2024):

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

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

Traditional minority

Traditional minority, but female

Women (Caucasian females)

Hispanic minorities

DOT referral (Traditional minority)

DOT referral (Caucasian female)

Temporary certification

SBA 8 (a) certification referral

Other minorities (Native American, Asian, etc.)

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

V. QUALIFICATIONS:

QUALIFICATION OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions." [05-5005-2]

1. Offeror must currently be in the beverage and snack vending service industry.
2. Offeror shall have a minimum of five (5) years demonstrated experience in providing commercial beverage and snack vending services.

QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015): Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies, or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation. (g) Your Dun & Bradstreet (D-U-N-S) number if applicable. [05-5015-2]

Offeror shall demonstrate a satisfactory record of performance from at least three (3) references preferably within the K-12 environment. Contract must be similar in size and type. References should be for work completed within the last three (3) years and should be on the same scope as described within this solicitation. If providing school districts as references, include the total student population of each district. References will be contacted by e-mail, so you must provide a **current** e-mail address for each reference. Information can be provided on the vendor questionnaire **Appendix B**.

- a) Company Name
- b) Street or PO Address
- c) City, State, Zip Code
- d) Contact Name
- e) Contact Phone Number
- f) Contact Email Address
- g) For each reference, provide a brief description of the work performed.

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 "District 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 portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-

VI. AWARD CRITERIA:

AWARD BY ITEM OR LOT (JAN 2006) : Award will be made by individual items and/or complete lot(s). [06-6010-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

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 Specialist. 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 Specialist 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 Specialist 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 restricts transfers by operation of law. [07-7A004-2]

AFFIRMATIVE ACTION: During the term of the contract, contractors will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

BANKRUPTCY (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 Horry County Schools. 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 HCS contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by HCS 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 & ORDER OF PRECEDENCE (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2)

the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting HCS' 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 HCS or (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 HCS. Any document signed or otherwise agreed to by persons other than the Chief Procurement Officer shall be void and of no effect. [07-7A015-2]

CONTRACT VIOLATION: During the term of the contract, contractors who violate this contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations, include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

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 HCS annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [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, Florence County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 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. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (JAN 2006) : Any term or condition is void to the extent it requires HCS 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 on Cover Page. Notice to HCS shall be to the Procurement Specialist '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 (JUL 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 & INTEREST (FEB 2021): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by 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]

PAYMENT WITH 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 concern
- Contract number or other authorization for delivery of service or property
- Complete description per individual line item
- 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.

Invoices shall be provided to Horry County Schools at the address below. An itemized invoice shall be provided even if payment is made with a District purchase card.

Horry County Schools
 Attn: Accounts Payable
 PO Box 260005
 Conway, SC 29528
 Email: accountspayable@horrycountyschools.net

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the HCS's may result in the contract being terminated.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes HCS employees, or include HCS in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS. The District 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]

RECORDS RETENTION AND RIGHT TO AUDIT: Horry County Schools has the right to audit the books and records of the vendors they pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for six (6) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

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 HCS, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by HCS. It shall be solely HCS' 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 HCS to contractor, contractor shall be liable to HCS 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 therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [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) : HCS 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 Specialist has actual authority to waive any of HCS' rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS – B. SPECIAL:

ACCEPTANCE OF OFFERS 10% BELOW PRICE: If the district is offered the exact same item on the exact same terms and conditions as those provided under this contract by a vendor other than the contractor (the "alternate vendor") for a price that is at least ten percent less than the contract price, the district may purchase those items from the alternate vendor if the contractor does not agree to meet the offered price. Any acquisition pursuant to this clause must be documented by the Procurement Specialist in sufficient detail to satisfy the requirements of an external audit.

BANKRUPTCY – DISTRICT INFORMATION (FEB 2015): (a) All District information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in its possession and/or under its control will not be considered property of its bankruptcy estate.

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

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

CHANGES (JAN 2006): (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Specialist 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 HCS 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.
- (g) Product upgrades and new products that are offered by manufacturer.

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 District 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 Specialist 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 District 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. [07-7B025-1Revised 2017 06]

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 (MODIFIED SEPT 2022): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all District regulations and policies while on District property or while conducting District associated activities off of District property. District policies are available through this web site: <https://www.horrycountyschools.net/Domain/193>. The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract. [07-7B035-1]

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Specialist, a pre-performance conference between the contractor, district and Procurement Specialist shall be held at a location selected by the district 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'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

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

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than

\$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

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

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

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

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

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

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

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

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

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

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 PERSONNEL - OBLIGATION: Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.

2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

CONTRACTORS 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]

CONTRACTORS USE OF DISTRICT PROPERTY (JAN 2006) : Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all HCS properties, including, but not limited to, current copies of all HCS application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by HCS without the HCS' written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT (JAN 2006) : (a)(1) HCS 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 Specialist) after receipt of the notice from the Procurement Specialist specifying the failure.

(b) If HCS terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Specialist considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District 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, HCS may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Specialist, 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 Specialist, the Contractor shall also protect and preserve property in its possession in which HCS has an interest.

(f) HCS shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Specialist 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 Specialist 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. HCS may withhold from these amounts any sum the Procurement Specialist determines to be necessary to protect the District 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 HCS, be the same as if the termination had been issued for the convenience of HCS. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of HCS, 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 HCS 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]

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 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 years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION - THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's

negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means Horry County Schools, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees. [07-7B100-2]

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]

OFFSHORE CONTRACTING PROHIBITED (FEB 2015): No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States. [07-7B122-1]

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 Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist 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 Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Specialist, 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 Specialist 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 Specialist no later than fifteen (15) days after the Procurement Specialist sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006): Upon request and adequate justification, the Procurement Specialist may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov. [07-7B170-1]

PRICING DATA -- AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220]

(a) Cost or Pricing Data. Upon Procurement Specialist'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 Specialist. 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 Horry County Schools Purchasing Card for no extra charge. The Purchasing Card is issued by Master Card. 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 venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (FEB 2015): (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Specialist. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Specialist) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the state liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction. [07-7B212-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT – OPTION TO RENEW (FEB 2021): (a) At the end of the initial term, and at the end of each renewal

term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district 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. [07-7B245-3]

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 ninety (90) days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. 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 District. 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 District in the manner and to the extent directed by the Procurement Specialist: (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 District 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 District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

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

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

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

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

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL:

Name of Offeror as identified on the cover page: _____
(Full legal name of business submitting the offer)

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

Please provide a list of recommended products that you have determined **will meet** the District's nutritional guidelines for vending to students (using the formula in the chart provided) on Page 41-42 in this Official Bid Form(s).

<u>NUTRITIONAL PRODUCTS</u>	<u>COST/CASE BOTTLES/PKG</u>	<u>OZ. PER BOTTLE/PKG</u>	<u>NUMBER PER CASE</u>	<u>COST/CASE CANS</u>	<u>OZ. PER CANS</u>	<u>NUMBER PER CASE</u>
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
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_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____
_____	\$ _____	_____	_____	\$ _____	_____	_____

NOTE: Appropriate South Carolina sales tax will be added at time of order based on cost per case listed above. Number of years pricing per case will remain constant (1 years minimum / 5 maximum): _____ years

Please provide a list of recommended products that you have determined **do not meet** the District's nutritional guidelines for vending to students (using the formula in the chart provided) but are within ten percent (10%) of the requirements listed on

**NUTRITIONAL PRODUCTS VENDED TO STUDENTS: (A COPY OF THE "NUTRITIONAL FACTS" LABEL FOR EACH PRODUCT RECOMMENDED IS REQUIRED.)
MUST MEET THE DISTRICT'S NUTRITIONAL GUIDELINES**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PRODUCT NAME & BRAND	# Fat Grams	Times (x) 9	Total Calories	C ÷ D	Times (x) 100	Sat. Fat Grams	Times (x) 9	Total Calories	H ÷ I	Times (x) 100	Trans Fats	Sugar Grams	Serving Sz. Grams	M ÷ N	Times (x) 100	No. Serv./ Container
											0					
											0					
											0					
											0					
											0					
											0					
											0					
											0					
											0					
											0					
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											0					
											0					
											0					
											0					
											0					
											0					
TO QUALIFY, PRODUCT MUST BE LESS THAN OR EQUAL TO :					35	PER SINGLE SERVING				10	0	PER SINGLE SERVING			35	

Make copies of this form for additional products.

RECOMMENDED PRODUCTS TO BE VENDED TO STUDENTS: (A COPY OF THE “NUTRITIONAL FACTS” LABEL FOR EACH PRODUCT RECOMMENDED IS REQUIRED.)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
PRODUCT NAME & BRAND	# Fat Grams	Times (x) 9	Total Calories	C ÷ D	Times (x) 110	Sat. Fat Grams	Times (x) 9	Total Calories	H ÷ I	Times (x) 110	Trans Fats	Sugar Grams	Serving Sz. Grams	M ÷ N	Times (x) 110	No. Serv./ Container
TO QUALIFY, PRODUCT MUST BE LESS THAN OR EQUAL TO :					38.5	PER SINGLE SERVING					11	1	PER SINGLE SERVING		38.5	

Make copies of this form for additional product.

PROVIDE COMMISSION RATE FOR VENDED PRODUCTS BASED ON NET SALES:

	SNACKS @ \$1.00	SNACKS @ \$1.25	SNACKS @ \$1.50	SNACKS @ \$1.75	SNACKS @ \$2.00
EACH MIDDLE & HIGH SCHOOL – STUDENT VENDING <u>NUTRITIONAL PRODUCTS</u>					
Commission Rate Offered:	_____ %	_____ %	_____ %	_____ %	_____ %

EACH DISTRICT FACILITY – FACULTY / STAFF <u>PRODUCTS NOT REQUIRED TO MEET THE NUTRITIONAL GUIDELINES</u>					
Commission Rate Offered:	_____ %	_____ %	_____ %	_____ %	_____ %

	SIZE	BEVERAGE @ \$1.00	BEVERAGE @ \$1.50	BEVERAGE @ \$2.00	BEVERAGE @ \$2.50	BEVERAGE @ \$3.50
EACH MIDDLE & HIGH SCHOOL – STUDENT VENDING <u>NUTRITIONAL PRODUCTS</u>						
Commission Rate Offered:	12-16 oz.	<u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %	_____ %
	18-20 oz.	<u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %	_____ %
EACH DISTRICT FACILITY – FACULTY / STAFF <u>PRODUCTS NOT REQUIRED TO MEET THE NUTRITIONAL GUIDELINES</u>						
Commission Rate Offered:	Cans	_____ %	_____ %	<u>N/A</u> %	<u>N/A</u> %	_____ %
	12-16 oz.	<u>N/A</u> %	<u>N/A</u> %	_____ %	_____ %	_____ %
	18-20 oz.	<u>N/A</u> %	<u>N/A</u> %	_____ %	_____ %	_____ %

NOTE: Sales tax shall be included in the computation of commissions. On the reverse side, provide a detailed sample of the computation to arrive at “net sales” and total commission.

Number of years pricing per case will remain constant (1 year minimum / 5 maximum): _____ years

HORRY COUNTY SCHOOLS Nutritional Guidelines & Worksheet

This document summarizes the nutritional guidelines and portion sizes for competitive foods and beverages. An example and blank worksheet are included to provide guidance on calculating the nutritional content of food and beverage items. Please complete the worksheet and include a copy of the food label or nutritional information for each item. Be sure to include butter, cheese, accompaniments, etc. in the nutrient profile.

Competitive foods. A competitive food item:

- Must be a “whole grain-rich” grain product; or
- Have as the first ingredient a fruit, vegetable, dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- Contain 10% of the daily Value (DV) of one of the nutrients of public health concern in the *2015-2020 Dietary Guidelines for Americans* (calcium, potassium, vitamin D, or dietary fiber)
- Must have ≤ 35% of its total calories from fat (does not apply to nuts, seeds, peanut butter, and other nut butters);
- Must have ≤ 10% of its total calories from saturated fats;
- Must have no trans fat; and
- Must have ≤ 35% of its total weight from added sugars.
- Must have no more than 200 mg of sodium; snack items: ≤ 230mg, entrée items: ≤ 480mg
- Must have no more than 200 total calories, snack items: ≤ 200 calories, entrée items: ≤ 350 calories.
- Must have no more than ≤ 10% of calories from the competitive food item comes from added sugars.

Competitive beverages. Acceptable beverages are:

- Water or seltzer water without added caloric sweeteners(with or without carbonation);
- 100 % fruit ~~and~~ or vegetable juices and 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added caloric sweeteners.
- Beverages labeled as diet or light with less than 30 mgs of caffeine per serving (8 ounces);
- Unflavored or flavored fluid milk and nutritionally equivalent nondairy beverages labeled as low-fat or fat-free.
- Elementary schools may sell up to 8-ounce portions, middle and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.

The following beverages are not allowed:

- Sports drinks which are not labeled as diet or light;
- Fruit-based drinks that contain less than 100% real fruit juice or that contain additional caloric sweeteners.

Portion Sizes. Competitive foods and beverages must be within the following portion sizes:

- One and one-half ounces for chips, crackers, popcorn, cereal, trail mix, nuts, seeds, dried fruit, or jerky;
- One ounce for cookies;
- Two ounces for cereal bars, granola bars, pastries, muffins, bagels, and other bakery items;
- Four fluid ounces for frozen desserts, including, but not limited to, low-fat or fat-free ice cream;
- Eight ounces for non-frozen yogurt; and
- 100% fruit juices and other beverages up to twenty ounces.

Horry County Schools Nutritional Guidelines

EXAMPLE:

- Total calories from fat – multiply the number of grams of fat by 9, divide the result by the total number of calories, and multiply the result by 100;**

Ex: Total Fat 12g
 $12 \times 9 = 108$
 $108/250 = 0.432$
 $0.432 \times 100 = 43.2\%$

** This example has 43% total calories from fat and would NOT meet the guidelines.*

- Calories from saturated fat – multiply the number of grams of saturated fat by 9, divide the result by the total number of calories, and multiply the result by 100.**

Ex: Saturated Fat 3g
 $3 \times 9 = 27$
 $27/250 = 0.108$
 $0.108 \times 100 = 10.8\%$

** This example has 10.8% total calories from saturated fats and would NOT meet the guidelines.*

- Trans fat – listed on the food label under Total Fat**

**This example has 1.5 grams of trans fat and would NOT meet the guidelines.*

- Weight from sugar - divide the total grams of sugar by the weight (in grams) of the product, and multiply the result by 100.**

Ex: Sugar 5g
 $5/228 = 0.219$
 $0.219 \times 100 = 2.2\%$

** This example has 2.2% of its total weight from sugars and WOULD meet the guidelines.*

- Sodium content – less than 200 mg per serving.**
- Caffeine content-30 mg or less per 8 ounce serving.**
- Total calories – less than 200 total calories per serving.**

Nutrition Facts	
Serving Size 1 cup (228g)	
Servings Per Container 2	
Amount Per Serving	
Calories 250	Calories from Fat 110
% Daily Value*	
Total Fat 12g	18%
Saturated Fat 3g	15%
Trans Fat 1.5g	
Cholesterol 30mg	10%
Sodium 470mg	20%
Total Carbohydrate 31g	10%
Dietary Fiber 0g	0%
Sugars 5g	
Protein 5g	
Vitamin A	4%
Vitamin C	2%
Calcium	20%
Iron	4%

*Percent Daily Values are based on a diet of 2,000 calories. Your Daily Values may be higher or lower depending on your calorie needs.

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

HORRY COUNTY SCHOOLS
CALCULATION WORKSHEET

Product Name: _____

Product Brand: _____

Total Calories from Fat:

(1) _____ (# of total fat grams) x 9 = _____ (#1 value)

(2) _____ (#1 value) / _____ (total calories) = _____ (#2 value)

(3) _____ (#2 value) x 100 = _____ % **{APPROVED, if equal or less than 35%}**

Calories from Saturated Fat:

(1) _____ (# of total saturated fat grams) x 9 = _____ (#1 value)

(2) _____ (#1 value) / _____ (total calories) = _____ (#2 value)

(3) _____ (#2 value) x 100 = _____ % **{APPROVED, if equal or less than 10%}**

Total Trans Fat:

(1) _____ (# of trans fat grams) **{APPROVED, if value = 0}**

Weight from Sugar:

(1) _____ (# total grams of sugar) / _____ (weight, in grams) = _____ (#1 value)

(2) _____ (#1 value) x 100 = _____ % **{APPROVED, if equal or less than 35%}**

Sodium Content: _____ (mg) **{APPROVED, if equal or less than 200mg}**

Caffeine Content: _____ (mg) **{APPROVED, if less than 30mg per 8-oz. serving}**

Total Calories: _____ **{APPROVED, if less than or equal to 200 total calories}**

Portion Size: _____ (oz, grams, cups, etc)

Portions per container: _____

APPROVED: _____ YES _____ NO
(all items must be met in order to be approved)

Director of Health and Safety Services

Date

IX. ATTACHMENTS TO SOLICITATION –

The following documents are attached to this solicitation:

Appendix A-NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING**Appendix B-VENDOR PROFILE & QUESTIONNAIRE****Appendix C-MINORITY PARTICIPATION****Appendix D-OFFEROR'S CHECKLIST****Appendix A IMPORTANT TAX NOTICE - NONRESIDENTS ONLY (JAN 2016)**

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.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420. https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

[09-9005-5]

THIS SECTION HAS BEEN LEFT BLANK INTENTIONALLY

REQUIRED SUBMITTALS for Solicitation # 2425-4MJ

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this solicitation, the instructions provided and the documents shown on this sheet need to be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration.

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

<input checked="" type="checkbox"/>	Pages 1 & 2 (COVER SHEET)
<input type="checkbox"/>	SUBMITTALS REQUIRED as per II. Instructions to Offerors – B. Special Instructions:
<input type="checkbox"/>	SUBMITTALS REQUIRED as per III. Scope of Work / Specifications:
<input checked="" type="checkbox"/>	SUBMITTALS REQUIRED as per IV. Information for Offerors to Submit: Page 52
<input type="checkbox"/>	SUBMITTALS REQUIRED as per V. Qualifications:
<input checked="" type="checkbox"/>	Page 52 Minority Participation Information Appendix C
<input checked="" type="checkbox"/>	Page 38-48 BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL
<input type="checkbox"/>	SUBMITTALS NOT LISTED ELSEWHERE:

APPENDIX B- VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an Offeror is responsible.

Vendor Name			
Years in business under this name			
Current licenses:			
Your Dun & Bradstreet (D-U-N-S) number if applicable:			

REFERENCES

The references provided below should reflect services of similar scope and size. See section IV.

Reference #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Appendix C

Name of Offeror as identified on the cover page: _____
 (Full legal name of business submitting the offer)

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

MINORITY PARTICIPATION (APR 2024):

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

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

If so, please list the certifying governmental entity: _____

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

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

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

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.) [04-4015-4]

APPENDIX D

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! Horry County Schools will not recognize or sign alternate or substitute contracts. The terms and conditions stated in this solicitation becomes the contract after award.
- 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 DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION.
 - **DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!**
 - **DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help Offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response. [09-9010-1]