

	State of South Carolina Invitation for Bid	Solicitation Number	CL10219
		Date Issued	10/02/2019
		Procurement Officer	Carol Mack, CPPB
		Phone	(843) 525-8250
		E-Mail Address	cmack@tcl.edu

DESCRIPTION: Small Wares for Culinary Lab – New River Campus

USING GOVERNMENTAL UNIT: TECHNICAL COLLEGE OF THE LOWCOUNTRY

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

SUBMIT OFFER BY (Opening Date/Time): **October 23, 2019 10:00 AM** See "Deadline for Submission Of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **October 15, 2019 10:00 AM** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: One (1) original and One (1) copy (marked 'copy')

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Technical College of the Lowcountry
 PO Box 1288, Attn: Carol Mack
 Beaufort, SC 29901

See "Submitting Your Offer" provision

PHYSICAL ADDRESS:

921 Ribaut Road, Building 3 Purchasing
 Beaufort, SC 29902

CONFERENCE TYPE: NA DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions		
AWARD & AMENDMENTS	Award will be posted at www.tcl.edu , 11/4/2019.	
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.		
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <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 _____ <small>(See "Signing Your Offer" provision.)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the state of Incorporation.)</small>
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>		STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>

COVER PAGE MMO (JAN. 2006)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Area Code</td> <td style="width:15%;">Number</td> <td style="width:15%;">Extension</td> <td style="width:15%;">Facsimile</td> </tr> <tr> <td colspan="4" style="padding: 5px;">E-mail Address</td> </tr> </table>		Area Code	Number	Extension	Facsimile	E-mail Address			
Area Code	Number	Extension	Facsimile						
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)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order 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	Amendm ent No.	Amendme nt Issue Date	Amendm ent No.	Amendme nt Issue Date	Amendme nt No.	Amendme nt Issue Date	Amendm ent No.	Amendme nt Issue Date

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

SECTION_I SCOPE OF SOLICITATION	5
ACQUIRE SUPPLES/EQUIPMENT JAN 2006)	5
SECTION_IIA INSTRUCTIONS TO OFFERORS-GENERAL	5
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)	5
AMENDMENTS TO SOLICITATION (JAN 2004)	6
AUTHORIZED AGENT (FEB 2015)	6
AWARD NOTIFICATION (FEB 2015)	6
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004) .	7
BID ACCEPTANCE PERIOD (JAN 2004)	7
BID IN ENGLISH and DOLLARS (JAN 2004)	7
BOARD AS PROCUREMENT AGENT (FEB 2015)...	7
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) 7	7
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY (JAN 2004) 8	8
CODE OF LAWS AVAILABLE (JAN 2006)	9
COMPLETION OF FORMS/CORRECTION OF ERRORS JAN 2006	9
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015) 10	10
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	10
DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)	10
DUTY TO INQUIRE (FEB 2015)	10
ETHICS CERTIFICATE (MAY 2008)	10
OMIT TAXES FROM PRICE (JAN 2004)	11
OPEN TRADE REPRESENTATION (JUN 2015).....	11
PROTESTS (JUN 2006)	11
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)	11
PUBLIC OPENING (JAN 2004)	11
QUESTIONS FROM OFFERORS (FEB 2015)	11
REJECTION/CANCELLATION (JAN 2004)	12
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)	12
SIGNING YOUR OFFER (JAN 2004)	13
STATE OFFICE CLOSINGS (JAN 2004)	13
SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)	13
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	14
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUS (JAN 2008) 14	14
VENDOR REGISTRATION MANDATORY (JAN 2006)	15
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	15
SECTION_IIB INSTRUCTIONS TO OFFERORS-SPECIAL INSTRUCTIONS	15
CLARIFICATION (NOV 2007)	15
DISCUSSIONS WITH BIDDERS JAN 2006.....	15
MAIL PICKUP.....	16
UNIT PRICES REQUIRED JAN 2006.....	16
PROTEST – CPO- MMO ADDRESS (JUN 2006).....	16
SECTION_III SCOPE OF WORK/SPECIFICATIONS	16
DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)	16
SECTION_IV INFORMATION FOR OFFERORS TO SUBMIT	16
SECTION_V QUALIFICATIONS	17
QUALIFICATIONS OF OFFEROR (MAR 2015)	17
SECTION_VI. AWARD CRITERIA.....	17
AWARD CRITERIA BIDS (JAN 2006).....	17
UNIT PRICE GOVERNS JAN 2006	17
SECTION_VIIA TERMS AND CONDITIONS-GENERAL..	17
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) 17	17
BANKRUPTCY (FEB 2015)	18
CHOICE-OF-LAW (JAN 2006)	18
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)	18

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	19
DISPUTES (JAN 2006)	19
FIXED PRICING REQUIRED (JAN 2006)	20
NO INDEMNITY OR DEFENSE (FEB 2015)	20
NOTICE (JAN 2006)	20
OPEN TRADE JUN 2015	20
PAYMENT AND INTEREST (FEB 2015)	20
PUBLICITY (JAN 2006)	21
PURCHASE ORDERS (JAN 2006)	21
SURVIVAL OF OBLIGATIONS (JAN 2006)	21
TAXES (JAN 2006)	21
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	21
THIRD PARTY BENEFICIARY (JAN 2006)	21
WAIVER (JAN 2006)	22
SECTION_VIIB TERMS AND CONDITIONS-SPECIAL.....	22
CHANGES (JAN 2006)	22
COMPLIANCE WITH LAWS (JAN 2006)	22
CONTRACTOR’S LIABILITY INSURANCE -GENERAL (FEB 2015)	22
CISG JAN 2006.....	24
DEFAULT (JAN 2006)	24
SHIPPING/RISK OF LOSS JAN 2006.....	24
WARRANTY – STANDARD JAN 2006	24
SECTION_VIII BIDDING SCHEDULE.....	25
BIDDING SCHEDULE (NOV 2007)	25
SECTION_IX	41
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT	42
BIDDERS CHECKLIST	43

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. Scope of Solicitation

ACQUIRE SUPPLIES/EQUIPMENT (Jan 2006): the purpose of this solicitation is to establish a source of supply for small wares for a new Culinary Lab at the Technical College of the Lowcountry in Bluffton, SC.

II. Instructions to Offerors

A. General Instructions

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015: Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even is not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

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

AUTHORITY – MEANS THE State Fiscal Accountability Authority.

BUSINESS – means any corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legal entity.

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

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

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

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

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

DPS – means Division of Procurement Services.

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

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

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

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

YOU and YOUR – means Offeror.

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

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

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

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

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

AMENDMENTS TO SOLICITATION (JAN 2006): a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.tridenttech.edu/procurement.htm> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only governmental official authorized to bind the government with regard to this procurement of the resulting contract. [02-2A007]

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this

Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT:(JAN 2006): By submitting Your Bid or Proposal, you are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed.

BID ACCEPTANCE PERIOD (JAN 2006): In order to withdraw Your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JAN 2006): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation

BOARD AS PROCUREMENT AGENT (JAN 2006): (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

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

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

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

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

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections

entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE

ADVANTAGE (FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in the competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2006): Any offer received after the deadline for receipt of quotations shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the date and time set as the deadline for receipt of quotations. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2006): 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.

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

ETHICS CERTIFICATE: (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts

expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004):

Do not include any sales or use taxes in your price that the State may be required to pay. [05-2A080-11]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or 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 applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest with seven business days of the date the award 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, [02-02A085-2]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015):

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

- (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents, or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.
- (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 subcontractor to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (FEB 2015): (a) any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on

the Cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire". We will not identify you in our answer to your question. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

All questions must be received in writing and received by the Procurement Officer for this solicitation no later than October 15, 2019, 10:00 AM. Email is the preferred method for submitting questions to the Procurement Officer, Title and Subject Line of your email, "Small Wares". Send email to Carol Mack, cmack@tcl.edu.

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

RESPONSIVENESS / IMPROPER OFFERS (JUN 2015):

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

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

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

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

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and

prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg 19-445.2077(D). [02-2A105-2]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JAN 2004): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If college offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with-regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with-regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion

thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in-order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

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

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and

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

VENDOR REGISTRATION MANDATORY (JANUARY 2006): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select "New Vendor Registration." (To determine if your business is already registered, go to "Vendor Search".) Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting "Change Vendor Registration." (Please note that vendor registration does not substitute for any obligation to register with the South Carolina Secretary of State (803-734-2170) or the South Carolina Department of Revenue (803-898-5391 or 803-898-5804).

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

II. INSTRUCTIONS TO OFFERORS

B. SPECIAL INSTRUCTIONS (NOV 2007)

CLARIFICATION (Nov 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DISCUSSIONS WITH BIDDERS (JANUARY 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are

possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP (JANUARY 2006): The Technical College of the Lowcountry picks up all mail from the US Postal Service once daily around 2:30 p.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

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

PROTEST – CPO (JUN 2006):

Any protest must be addressed to the Chief Procurement Officer, SFAA Office , and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at (803) 737-0639, or (c) by post or delivery to 1201 Main St., Suite 600, Columbia, SC 29201.

III. SCOPE OF WORK

The Technical College of the Lowcountry is renovating classroom space at the Bluffton Campus to accommodate a Culinary Lab. The space will be ready to accept supplies by the week of December 2nd, 2019.

This solicitation is for all the “Small Wares” used by students in a kitchen. The Bidding Schedule lists all the items needed by Brand, which is for specifications only. Equivalent brands may be submitted.

Since this is a new venture, it will be the sole discretion of the Chef to accept all or a portion of the items bid due to budget and other factors.

DELIVERY PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006):

After award, all deliveries shall be made and all services provided to the location specified by the using governmental Unit in its Purchase Order. [03-3015-1]

Delivery Location:

**Technical College of the Lowcountry
100 Community College Drive
Bluffton, SC 29909**

IV: Information for Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JAN 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations

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 the time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent company corporate guaranty, that you offer to provide instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

QUALIFICATIONS - MANDATORY MINIMUM (JAN 2006): (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- 1. Must list three references from clients for projects of similar size and scope.**
- 2. Must provide financial statement for past three years.**

The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established. Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006): The award shall be made to the lowest responsible and responsive offeror whose offer meets the requirements and criteria set forth in the solicitation. [06-6020-1]

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS - A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015): (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does

not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the state's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and, will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

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

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (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.

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.

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

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

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

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

PAYMENT and INTEREST (FEB 2015): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3]

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

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a **Purchase Order** from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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.

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

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.

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.

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

B. VII. TERMS AND CONDITIONS -B. SPECIAL

CHANGES (JANUARY 2006): (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

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

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

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

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015): (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) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in-connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

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

(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 State 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 State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit, by virtue of, the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether-or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or

provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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]

DEFAULT – SHORT FORM (JAN 2006): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

SHIPPING/RISK OF LOSS (JAN 2006):

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

WARRANTY – STANDARD (JAN 2006):

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contract warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. Bidding Schedule:

NEW RIVER CAMPUS						
TECHNICAL COLLEGE OF THE LOWCOUNTRY						
SMALLWARES REQUIREMENTS				NR		
ID	ITEM	WEBSTAIRANT ITEM DESCRIPTION	Qty	UNIT PRICE	TOTAL	
1						
2	blender	Robot Coupe MP450 Turbo 18" Immersion Blender - 120V	1			
3	blender	Robot Coupe R2N Ultra B Food Processor with 3 Qt. Stainless Steel Bowl - 1 hp	1			
4	blender					
5	blender	Waring WSB50 12" Big Stik Variable Speed Standard-Duty Immersion Blender - 120V	2			
6	bowl, mixing	Choice .75 Qt. Standard Weight Stainless Steel Mixing Bowl	10			
7	bowl, mixing	Choice 13 Qt. Standard Weight Stainless Steel Mixing Bowl	10			
8	bowl, mixing	Choice 20 Qt. Standard Weight Stainless Steel Mixing Bowl	6			
9	bowl, mixing	Choice 3 Qt. Standard Weight Stainless Steel Mixing Bowl	12			
10	bowl, mixing	Choice 4 Qt. Standard Weight Stainless Steel Mixing Bowl	10			
11	bowl, mixing	Choice Standard Weight Stainless Steel Mixing Bowls - 3/Set (3, 5, and 8 qt.)	4			
12	bowl, mixing	Choice Standard Weight Stainless Steel Mixing Bowls - 5/Set (0.75, 1.5, 3, 5, and 8 qt.)	4			
13	bus tub	20" x 15" x 7" Black Polypropylene Bus Tub, Bus Box	10			
14	caddy, dish	Cambro DCS950110 Versa Black Dish Caddy with Vinyl Cover - 5 Column	1			
15	cage, security	Regency NSF Mobile Chrome Wire Security Cage Kit - 18" x 36" x 69"	3			
16	cage, security	Regency NSF Mobile Green Wire Security Cage Kit -24" x 60" x 69"	2			
17	can opener	Choice Standard Duty #10 Manual Can Opener with Base	2			

18	carrier, pan	Cambro UPC300110 Ultra Pan Carrier® Black Front Loading Insulated Food Pan Carrier with Handles	2			
19	cart	Cambro 1826LTC3131 Camcart Dark Brown Mobile Cart for 18" x 26" Sheet Pans and Trays	1			
20	cart	Lakeside 2523 Plastic Deep Well Two Shelf Utility Cart - 40 1/4" x 25 1/2" x 32 3/4"	2			
21	carving station	TBD	1			
22	chafer, roll top	Choice Deluxe 8 Qt. Full Size Roll Top Chafer	4			
23	chafer, round	Choice Supreme 6.5 Qt. Round Stainless Steel Roll Top Chafer with Chrome Trim	1			
24	chafer, storage box	Vollrath 52647 Tote 'N Store 26 5/8" x 18 5/8" x 18 3/4" Gray Chafer Box	5			
25	cheese blocker	Nemco 55350A Easy Cheese Blocker	1			
26						
27	container, food storage	Carlisle 1062307 StorPlus 26" x 18" x 12" Clear Food Storage Box	5			
28	container, food storage	Carlisle 1064802 StorPlus 18 "x 26" x 5" White Food Box Deep Drain Tray	4			
29	container, food storage, polycarbonate, round	Choice 1 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
30	container, food storage, polycarbonate, round	Choice 12 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
31	container, food storage, polycarbonate, round	Choice 18 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
32	container, food storage, polycarbonate, round	Choice 2 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
33	container, food storage, polycarbonate, round	Choice 22 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
34	container, food storage, polycarbonate, round	Choice 4 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
35	container, food storage, polycarbonate, round	Choice 6 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			

36	container, food storage, polycarbonate, round	Choice 8 Qt. Clear Round Polycarbonate Food Storage Container with Red Gradations	6			
37	container, food storage, polycarbonate, round lid	Choice 1 Qt. Clear Round Polycarbonate Food Storage Container Lid	8			
38	container, food storage, polycarbonate, round lid	Choice 12, 18, and 22 Qt. Clear Round Polycarbonate Food Storage Container Lid	24			
39	container, food storage, polycarbonate, round lid	Choice 2 and 4 Qt. Clear Round Polycarbonate Food Storage Container Lid	16			
40	container, food storage, polycarbonate, round lid	Choice 6 and 8 Qt. Clear Round Polycarbonate Food Storage Container Lid	16			
41	container, food storage, polycarbonate, square	Choice 12 Qt. Clear Square Polycarbonate Food Storage Container with Blue Gradations	6			
42	container, food storage, polycarbonate, square	Choice 18 Qt. Clear Square Polycarbonate Food Storage Container with Blue Gradations	6			
43	container, food storage, polycarbonate, square	Choice 2 Qt. Clear Square Polycarbonate Food Storage Container with Green Gradations	6			
44	container, food storage, polycarbonate, square	Choice 22 Qt. Clear Square Polycarbonate Food Storage Container with Blue Gradations	6			
45	container, food storage, polycarbonate, square	Choice 4 Qt. Clear Square Polycarbonate Food Storage Container with Green Gradations	6			
46	container, food storage, polycarbonate, square	Choice 6 Qt. Clear Square Polycarbonate Food Storage Container with Red Gradations	6			
47	container, food storage, polycarbonate, square	Choice 8 Qt. Clear Square Polycarbonate Food Storage Container with Red Gradations	6			
48	container, food storage, polyethylene, square lid	Choice 12, 18, and 22 Qt. Blue Square Polyethylene Food Storage Container Lid	48			

49	container, food storage, polyethylene, square lid	Choice 2 and 4 Qt. Green Square Polyethylene Food Storage Container Lid	32			
50	container, food storage, polyethylene, square lid	Choice 6 and 8 Qt. Red Square Polyethylene Food Storage Container Lid	32			
51	container, food storage, polypropylene, round	Choice 1 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
52	container, food storage, polypropylene, round	Choice 12 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
53	container, food storage, polypropylene, round	Choice 12, 18, and 22 Qt. Translucent Round Polypropylene Food Storage Container Lid	24			
54	container, food storage, polypropylene, round	Choice 18 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
55	container, food storage, polypropylene, round	Choice 2 and 4 Qt. Translucent Round Polypropylene Food Storage Container Lid	6			
56	container, food storage, polypropylene, round	Choice 2 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
57	container, food storage, polypropylene, round	Choice 22 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
58	container, food storage, polypropylene, round	Choice 4 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
59	container, food storage, polypropylene, round	Choice 6 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
60	container, food storage, polypropylene, round	Choice 8 Qt. Translucent Round Polypropylene Food Storage Container with Red Gradations	6			
61	container, food storage, polypropylene, round lid	Choice 1 Qt. Translucent Round Polypropylene Food Storage Container Lid	8			

62	container, food storage, polypropylene, round lid	Choice 6 and 8 Qt. Translucent Round Polypropylene Food Storage Container Lid	16			
63	container, food storage, polypropylene, square	Choice 12 Qt. Translucent Square polypropylene Food Storage Container with Blue Gradations	6			
64	container, food storage, polypropylene, square	Choice 18 Qt. Translucent Square polypropylene Food Storage Container with Blue Gradations	6			
65	container, food storage, polypropylene, square	Choice 2 Qt. Translucent Square polypropylene Food Storage Container with Green Gradations	6			
66	container, food storage, polypropylene, square	Choice 22 Qt. Translucent Square polypropylene Food Storage Container with Blue Gradations	6			
67	container, food storage, polypropylene, square	Choice 4 Qt. Translucent Square polypropylene Food Storage Container with Green Gradations	6			
68	container, food storage, polypropylene, square	Choice 6 Qt. Translucent Square polypropylene Food Storage Container with Red Gradations	6			
69	container, food storage, polypropylene, square	Choice 8 Qt. Translucent Square polypropylene Food Storage Container with Red Gradations	6			
70	container, ingredient	Baker's Mark 2.6 Gallon Shelf Ingredient Bin with 1/2 Cup Measuring Scoop	3			
71	container, ingredient	Continental 9326 26 Gallon White Mobile Ingredient Storage Bin with Lid	5			
72	cooling paddle	San Jamar RCU64 Rapi-Kool 64 oz. Rapid Cooling Paddle	3			
73	cover, sheet pan	Vollrath 5303CV Half Size Bun / Sheet Pan Cover	10			
74	cover, sheet pan	Vollrath 9002CV Full Size Bun / Sheet Pan Cover	10			
75	cutting board	18" x 24" x 1/2" Green Cutting Board	40			
76						
77	dough docker	4" Wide Dough Docker - 1/2" Plastic Pins	2			
78						
79	first aid kit	Noble Products 933-Piece 3 Shelf Class B First Aid Kit Cabinet	1			

80	food mill	Tellier X3 5 Qt. Stainless Steel Food Mill #3 - 12" x 9 3/4"	3			
81						
82	heat lamp	Avantco Silver 2 Bulb Free Standing Heat Lamp / Food Warmer with Pan and Grate - 120V, 500W	2			
83	janitorial, broom	Carlisle 3621962414 Sparta Sweep Complete 24" Floor Sweep with Squeegee	2			
84	janitorial, broom	Carlisle 4022503 Sparta Spectrum 60" Black Threaded Fiberglass Broom / Squeegee Handle	2			
85	janitorial, broom	Carlisle Duo Sweep 30" Black Unflagged Lobby Broom and Dustpan	3			
86	janitorial, broom	Regency 24" Stainless Steel Mop / Broom Rack with 3 Holders	2			
87						
88						
89						
90	janitorial, mop	Lavex Janitorial Wet Mop Kit with 36 Qt. Yellow Mop Bucket, Wet Floor Sign, Mop Head, and Handle	2			
91						
92	janitorial, paper towel dispenser	Black Hands Free Paper Roll Towel Dispenser with Motion Sensor	3			
93	janitorial, soap dispenser	30 oz. White Bulk Foam Hand Soap and Sanitizer Dispenser (IMP 9335) - 4 1/2" x 4" x 6 1/4"	3			
94	janitorial, squeegee	Unger HM30A SmartFit WaterWand 30" Heavy-Duty Floor Squeegee with SmartColor System	2			
95	janitorial, trash can	Lavex Janitorial 55 Gallon Gray Round Commercial Trash Can with Lid and Dolly	3			
96	juicer	Vollrath 47704 E-Z Juice Extractor Citrus Juicer	1			
97	kitchen utensils, brush	2" Nylon Bristle Pastry Brush	12			
98	kitchen utensils, brush	4" Nylon Bristle Pastry Brush	12			
99	kitchen utensils, brush	Green Cutting Board Brush	3			
100	kitchen utensils, brush	Wells 21708 Wire Broiler / Grill Brush	2			
101	kitchen utensils, colander	16 Qt. Aluminum Colander with Base and Handles	1			

102	kitchen utensils, colander	8 Qt. Stainless Steel Colander with Base and Handles	2			
103	kitchen utensils, cookie cutter	3" Round Stainless Steel Cookie Cutter	2			
104	kitchen utensils, cutter	Ateco 1440 4-Piece Stainless Steel Round Cutter Set	2			
105	kitchen utensils, cutter	Ateco 14400 6-Piece Stainless Steel Two-Sided Round Cutter Set	2			
106	kitchen utensils, cutter	Ateco 52530 6-Piece Stainless Two-Sided Square Cutter Set	1			
107	kitchen utensils, cutter	Ateco 52560 6-Piece Stainless Steel Double-Sided Triangle Cutter Set	1			
108	kitchen utensils, cutter	Dexter-Russell 17303 Sani-Safe 6" x 3" Dough Cutter / Scraper	10			
109	kitchen utensils, disher	1 oz. Black #30 Disher	4			
110	kitchen utensils, disher	2 oz. Blue #16 Disher	4			
111	kitchen utensils, disher	4 oz. Gray #8 Disher	4			
112	kitchen utensils, disher	Vollrath 47147 Jacob's Pride 0.75 oz. Lavender #40 Disher	4			
113	kitchen utensils, grater	Tablecraft SG205BH 9" 4-Sided Heavy-Duty Stainless Steel Box Grater	6			
114	kitchen utensils, grinder	Choice 12" Black Wooden Salt / Pepper Mill	2			
115	kitchen utensils, knife	Choice 2 3/4" White New Haven Style Oyster Knife	6			
116	kitchen utensils, knife	Dexter-Russell 09223 Sani-Safe 14" Double White Handled Cheese Knife	1			
117	kitchen utensils, knife	Mercer Culinary M33026A 3 1/4" Stainless Steel Clam Knife with White Textured Poly Handle	6			
118	kitchen utensils, ladle	1 oz. One-Piece Stainless Steel Ladle	4			
119	kitchen utensils, ladle	16 oz. One-Piece Stainless Steel Ladle	2			
120	kitchen utensils, ladle	2 oz. One-Piece Stainless Steel Ladle	2			
121	kitchen utensils, ladle	32 oz. Two-Piece Ladle	1			
122	kitchen utensils, ladle	4 oz. One-Piece Stainless Steel Ladle	4			
123	kitchen utensils, ladle	6 oz. One-Piece Stainless Steel Ladle	4			

124	kitchen utensils, ladle	8 oz. One-Piece Stainless Steel Ladle	4			
125	kitchen utensils, masher	18" Square Faced Potato Masher	2			
126	kitchen utensils, measuring, cup	1 Pint (2 Cups) Clear Polycarbonate Measuring Cup	8			
127	kitchen utensils, measuring, cup	1 Qt. (4 Cups) Clear Polycarbonate Measuring Cup	8			
128	kitchen utensils, measuring, cup	1 Qt. Aluminum Measuring Cup	8			
129	kitchen utensils, measuring, cup	1/2 Qt. Aluminum Measuring Cup	8			
130	kitchen utensils, measuring, cup	2 Qt. (8 Cups) Clear Polycarbonate Measuring Cup	8			
131	kitchen utensils, measuring, cup	2 Qt. Aluminum Measuring Cup	8			
132	kitchen utensils, measuring, cup	4 Qt. Aluminum Measuring Cup	6			
133	kitchen utensils, measuring, cup	4 Qt. Clear Polycarbonate Measuring Cup	6			
134	kitchen utensils, measuring, cup	Tablecraft 725 4-Piece Stainless Steel Heavy Weight Measuring Cup Set	8			
135	kitchen utensils, measuring, spoon	4-Piece Stainless Steel Heavy Weight Measuring Spoon Set	8			
136	kitchen utensils, pastry cutter	Ateco 1392 2 1/2" Stainless Steel Pastry Cutter with Wood Handle	4			
137	kitchen utensils, pastry cutter	Ateco 13955 5 Wheel Stainless Steel Pastry Cutter	2			

138	kitchen utensils, pastry cutter	Ateco 1397 Stainless Steel Pastry Cutter with 1 3/8" Fluted Wheel and Wood Handle	4			
139	kitchen utensils, pastry cutter	Stainless Steel Pastry Blender with 5 Blades	6			
140	kitchen utensils, ricer	Stainless Steel Potato Ricer	2			
141	kitchen utensils, rolling pin	20" Tapered French Rolling Pin	8			
142	kitchen utensils, rolling pin	Fletchers' Mill 315RP12 15" Maple Wood Rolling Pin	8			
143	kitchen utensils, scoop	Choice 24 oz. Clear Plastic Utility Scoop	6			
144	kitchen utensils, scoop	One-Piece Aluminum Scoop - 58 oz.	2			
145	kitchen utensils, scraper	Choice Heavy-Duty Grill Scraper with 6" Blade	2			
146	kitchen utensils, sieve	12" Stainless Steel Rim Sieve	4			
147	kitchen utensils, sifter	8 Cup Stainless Steel Rotary Flour / Powdered Sugar Sifter	4			
148	kitchen utensils, skimmer	7" Spiral Wire Skimmer	3			
149	kitchen utensils, skimmer	Vollrath 46970 Jacob's Pride 6" Round Heavy Duty One Piece Skimmer	3			
150	kitchen utensils, spatula	Ateco 1309 Ultra Medium Size Tapered Offset Baking / Icing Spatula with 9 3/4" Blade and Plastic Handle	16			
151	kitchen utensils, spatula	Vollrath 52010 10" High Heat Silicone Spatula	20			
152	kitchen utensils, spatula	Vollrath 52023 13 1/2" High Heat Silicone Spatula	8			
153	kitchen utensils, spoon	11" Standard-Duty Slotted Stainless Steel Basting Spoon	6			
154	kitchen utensils, spoon	13" Standard Duty Perforated Stainless Steel Basting Spoon	6			
155	kitchen utensils, spoon	14" Wooden Spoon	20			
156	kitchen utensils, spoon	Vollrath 64406 Jacob's Pride 15" Heavy-Duty One-Piece Solid Stainless Spoon	6			

157	kitchen utensils, strainer	10" Reinforced Bouillon / Chinois Strainer	4			
158	kitchen utensils, strainer	12" Fine China Cap Strainer	4			
159	kitchen utensils, strainer	8" Fine China Cap Strainer	4			
160	kitchen utensils, tenderizer	3" x 3" Steak Tenderizer	6			
161	kitchen utensils, tongs	10" Heavy Duty Stainless Steel Utility Tong	10			
162	kitchen utensils, tongs	12" Heavy Duty Stainless Steel Utility Tong	10			
163	kitchen utensils, tongs	16" Stainless Steel Utility Tong	6			
164	kitchen utensils, tongs	Bon Chef 9461 9 1/4" Stainless Steel Hollow Handle Serving Tong	6			
165	kitchen utensils, tongs	Vollrath 46938 12" Vollrath Stainless Steel Buffet Tong	6			
166	kitchen utensils, turner	5" x 3" Solid Turner with Wood Handle	6			
167	kitchen utensils, turner	8 1/2" x 3" Perforated Turner with Round Blade and White Plastic Handle	6			
168	kitchen utensils, whip, french	12" Stainless Steel French Whip / Whisk	10			
169	kitchen utensils, whip, french	14" Stainless Steel French Whip / Whisk	10			
170	kitchen utensils, whip, french	18" Stainless Steel French Whip / Whisk	6			
171	kitchen utensils, whip, piano	12" Stainless Steel Piano Whip/Whisk	12			
172						
173	kitchen utensils, whip, piano	16" Stainless Steel Piano Whip/Whisk	4			
174						
175						
176	label holder	Regency 3" x 1 1/4" Gray Label Holder	2			
177	label, dispenser	Noble Products 3" Product Date Round Removable Label with Dispenser Carton - 500/Roll	2			

178	mixer	KitchenAid KSM8990ER Empire Red NSF 8 Qt. Bowl Lift Commercial Countertop Mixer - 120V, 1 3/10 hp	6			
179	mixer	Vollrath 40757 20 Qt. Commercial Planetary Stand Mixer with Guard - 1/2 hp	2			
180	pail	Noble Products 3 Qt. Red Sanitizing Pail	20			
181	pan grabber	San Jamar 803PG 9 1/2" x 11" Bestex Terry Cloth Pan Grabber / Bakers Pad - 12/Pack	1			
182	pan, bake	Vollrath 4457 Wear-Ever 23" x 12-5/8" Aluminum Bake Pan	10			
183						
184	pan, brazier	Vollrath 3814 Optio 14 Qt. Brazier Pan	3			
185						
186						
187	pan, brazier cover	Vollrath 69412 Tribute S/S 12" Cover with Welded Torogard Heat Resistant Handle	4			
188	pan, brazier cover	Vollrath 69414 Tribute S/S 14" Cover with Welded Torogard Heat Resistant Handle	4			
189	pan, cake	10" x 3" Round Aluminum Cake Pan	16			
190	pan, cake	8 1/2" x 3 1/2" Non-Stick Carbon Steel Fluted Bundt Cake Pan - 72 oz. Capacity	10			
191	pan, cake	9 1/2" x 3" Light Tin Springform Cake Pan	12			
192	pan, cake	American Metalcraft 3806 6" x 3" Aluminum Round Cake Pan	6			
193	pan, cake	Chicago Metallic 46505 7 1/2" Glazed Aluminized Steel Angel Food Cake Pan - 2 3/4" Deep	4			
194	pan, fry	Choice 10" Non-Stick Aluminum Fry Pan	20			
195	pan, fry	Choice 14" Aluminum Fry Pan	20			
196	pan, fry	Elite Global Solutions MFP14 Illogical Faux Cast Iron 12" Fry Pan	3			
197						
198	pan, fry	Vollrath 69208 Tribute S/S 8" Natural Finish Fry Pan	12			
199	pan, fry	Vollrath 69210 Tribute S/S 10" Natural Finish Fry Pan	12			
200						
201	pan, fry	Vollrath 69214 Tribute S/S 14" Natural Finish Fry Pan	12			
202	pan, jelly roll	Chicago Metallic 20700 22 Gauge Glazed Aluminized Steel Jelly Roll Pan - 9 5/16" x 14 1/4"	8			
203	pan, muffin	12 Cup 6 oz. Glazed Aluminized Steel Jumbo Muffin / Cupcake Pan	6			

204	pan, muffin	48 Cup 2.1 oz. Glazed Aluminized Steel Mini Muffin Pan	2			
205						
206	pan, pie	Vollrath N5844 Wear-Ever 9 3/4" x 1 1/4" Economy Aluminum Pie Pan	16			
207	pan, pizza	American Metalcraft HC5014 14" x 2" Hard Coat Anodized Aluminum Straight Sided Pizza / Cake Pan	16			
208	pan, pizza	American Metalcraft HC5114 14" x 1 1/2" Hard Coat Anodized Aluminum Straight Sided Pizza / Cake Pan	6			
209	pan, pizza	American Metalcraft TP14 14" Wide Rim Pizza Pan	6			
210	pan, pizza	American Metalcraft TP16 16" Wide Rim Pizza Pan	6			
211	pan, pizza	American Metalcraft TP8 8" Wide Rim Pizza Pan	6			
212	pan, roast	Aluminum Roast Pan with Straps and Handles (Top) - 24" x 18" x 4 1/2"	2			
213	pan, roast	Vollrath 4412 Wear-Ever 4.5 Qt. Bake and Roast Pan with Handles - 13 1/4" x 9 3/4" x 2 1/4"	4			
214	pan, roast	Vollrath 68361 Wear-Ever 29.5 Qt. Aluminum Roast Pan with Straps and Handles (Top}	2			
215	pan, sauce	Vollrath 77739 Tribute S/S 1.5 Qt. Sauce Pan	10			
216	pan, sauce	Vollrath 77740 Tribute S/S 2.5 Qt. Sauce Pan	10			
217	pan, sauce	Vollrath 77741 Tribute S/S 3.5 Qt. Sauce Pan	10			
218	pan, sauce	Vollrath 77742 Tribute S/S 4.5 Qt. Sauce Pan	4			
219	pan, saute	Vollrath 3807 Optio 6 Qt. Saute Pan	4			
220						
221	pan, saute	Vollrath 77745 Tribute S/S 3 Qt. Saute Pan	4			
222	pan, saute					
223	pan, saute lid	Vollrath 49423 Miramar Display Cookware Low Domed Cover / Lid for 49413 and 49424 10" Saute / French Omelet Pans	2			
224						
225						
226						
227	piping tips	Ateco 810 10-Piece Stainless Steel Plain Piping Tip Decorating Set	6			
228	piping tips	Ateco 850 10-Piece Stainless Steel Closed Star Piping Tip Decorating Set	6			

229	pot	Vigor 7-Piece Stainless Steel Induction Ready Cookware Set	1			
230						
231	pot holder	San Jamar UCMX15BK UltiGrips Conventional Style Black Oven Mitt - 15"	4			
232	pot, bain marie	Vollrath 78760 6 Qt. Stainless Steel Bain Marie Pot	4			
233	pot, bain marie	Vollrath 78780 8.25 Qt. S/S Bain Marie Pot	6			
234	pot, brazier	Bon Chef 60032 Cucina 9 Qt. Brazier Pot with Cover	6			
235	pot, brazier	Vigor 30 Qt. Stainless Steel Aluminum-Clad Heavy Weight Brazier with Cover	1			
236	pot, inset, vegetable	Vollrath 78204 S/S 11 Qt. Vegetable Inset	1			
237	pot, stock	Vollrath 68641 Wear-Ever Classic Select 40 Qt. Heavy Duty Aluminum Stock Pot with Faucet	3			
238	pot, stock	Vollrath 68661 Wear-Ever Classic Select 60 Qt. Stock Pot	3			
239						
240	pot, stock	Vollrath 77519 Tribute S/S 6 Qt. Sauce / Stock Pot	2			
241	pot, stock	Vollrath 77520 Tribute 8 Qt. Stainless Steel Sauce / Stock Pot	4			
242	pot, stock	Vollrath 77521 Tribute S/S 12 Qt. Sauce / Stock Pot	4			
243	pot, stock	Vollrath 77522 Tribute S/S 16 Qt. Sauce / Stock Pot	4			
244	pot, stock	Vollrath 77523 Tribute S/S 20 Qt. Sauce / Stock Pot	4			
245	pot, stock	Vollrath 77780 Tribute S/S 4.5 Qt. Sauce / Stock Pot	4			
246	rack, cutting board	6-Board Black Cutting Board Rack	4			
247						
248						
249	rack, dish	Noble Products Full-Size Combination / Flatware Rack with Closed Sides	4			
250	rack, dolly	Noble Products Gray Dish Rack and Glass Rack Dolly with 36" Handle	2			
251	rack, drying	Regency 24" x 48" Green Epoxy Wire Drying Rack Shelf - 1 1/4" Slots	2			
252	rack, dish	Noble Products 8 Compartment Half Size Grey Flatware Rack with Handles	2			

253	rack, dish	Noble Products Full-Size Combination / Flatware Rack with Closed Sides	2			
254						
255	rack, Robot Coupe discs	Robot Coupe R255 Freestanding Rack for Food Processor Discs - 8 Disc Capacity	2			
256	salad spinner	5 Gallon Green Salad Spinner / Dryer with Brake	1			
257	scale	AvaWeigh PCR10 10 lb. Round Digital Portion Control Scale	1			
258	scale	Cardinal Detecto 1002T2B 8 lb. Baked Enamel Baker's Dough Scale with Scoop - 32 oz. x 0.5 oz. Beam Grads	2			
259	scale	Edlund WSC-20 Poseidon digital portion control scale-20lb	1			
260	scale	Taylor TP32 32 oz. Compact Portion and Ice Cream Over Run Scale	4			
261	scale	Taylor TS5 5 lb. Mechanical Portion Control Scale	8			
262	scale	Tor Rey EQB-I 100/200 200 lb. Digital Counter-Top Receiving Scale with Tower Display	1			
263	sharpener	Dexter-Russell 07946 12" Manual Tri-Stone Knife Sharpener System	2			
264	slicer	Berkel 825A-PLUS 10" Manual Gravity Feed Meat Slicer - 1/3 hp	1			
265	slicer	Stainless Steel Mandoline Slicer with 3 Interchangeable Blades	2			
266	stand, cake	Ateco 612 12" Revolving Cake Stand with Cast Iron Base and Aluminum Top	16			
267	tableware, gravy boat	5 oz. Stainless Steel Gravy Boat	4			
268			4			
269	tableware, pitchers	10 oz. Stainless Steel Gooseneck Teapot	4			
270	tableware, pitchers	3 oz. Stainless Steel Bell Creamer	4			
271	tableware, pitchers	Choice 32 oz. Clear SAN Plastic Beverage Pitcher	6			
271.1	tableware, pitchers	Choice 60 oz. Clear SAN Plastic Beverage Pitcher	6			
272	tableware, pitchers	Vollrath 52132 SwirlServe Tilt & Pour 20 oz. White Beverage Server	3			
273	tableware, ramekin	Acopa 2.5 oz. Bright White Fluted China Ramekin - 12/Pack	1			
274	tableware, ramekin	Acopa 4.5 oz. Bright White Fluted China Ramekin - 12/Pack	1			

275	tableware, shakers	Libbey 75301 2.25 oz. Summit Salt / Pepper Shaker - 2/Pack	6			
276	tableware, wire basket	Choice Level Top Wire Basket - 14" x 20"	2			
277	tableware, wire basket	Tablecraft 4176 Large Oval Chrome Basket - 10 5/8" x 8 1/2" x 3 1/4"	12			
278	thermometer	2" Refrigerator / Freezer Dial Thermometer NSF Listed	3			
279						
280	thermometer	Refrigerator / Freezer Thermometer NSF	6			
281	thermometer	Taylor 3506 TruTemp 2 1/2" Dial Oven Thermometer	10			
282	thermometer	Taylor 6084J8 8" Candy / Deep Fry Probe Thermometer with Pan Clip	2			
283	tray, mirror	Carlisle SMO162423 24" x 16" MirAcryl™ Oval Mirror Tray	1			
284	tray, mirror	Carlisle SMR162423 24" x 16" MirAcryl™ Rectangle Mirror Tray	1			
285						
286	tray, serving	Cambro 2700CT110 Camtread® 22" x 27" Black Non-Skid Oval Serving Tray - 6/Case	1			
287	tray, serving	Round 14" Black Non-Skid Serving Tray	6			
288	vacuum sealer	Vollrath 40833 Large Vacuum Packaging Machine with Dual 16" Sealing Bars	1			
289	Kitchen Utensil, Dough Scorer	Matfer Bourgeat 120006 5 3/4" Stainless Steel Bread Lame	12			
290	Silpat, Non-stick baking mat	Sasa Demarle Silpat AE420295-02 11 5/8" x 16 1/2 " Half size silicone non stick baking mat	12			
291	Silpat, Non-stick baking mat	Sasa Demarle Silpat AE620420-01 16 1/2" x 24 1/2 " Full size silicone non stick baking mat	12			
292	Oil Transport Container	Shortening Shuttle SS-611 68lb. Waste Oil Container	1			
293	Kitchen Utensil, Wooden Spoon	12" Wooden Spoon	36			
294	pan, Baguette pan	6 loaf nonstick aluminum baguette/french bread pan 26" x 2 7/16" x 1" compartments	6			
295	pan, Baguette pan	Chicago Metallic 49034 4 loaf glazed unilock aluminized steel baguette/french bread pan - 25.75" x 3 7/8" compartments	6			
296	pan, Loaf	1lb non-stick aluminized steel bread loaf pan 8.5"x4.5"x2.75"	12			

297	pan, tart/quiche	Gobel 4.25" fluted non-stick tart/quiche pan with removeable bottom	24			
298	pan, tart/quiche	Matefer Bourgeat 332225 Exopan 9.5" Fluted Non stick tart/quiche pan with removeable bottom	12			
299	Ice Cream Maker	Nemox PRO 2500 Auto Gelato Commercial Ice Cream/Gelato maker with conservation & removeable bowl, 15"x13"x18"	1			
300	Ice Bin	Rubbermaid FG9F5400BLUE 5.5 gallon Ice Tote with Ice Bin Adapter	1			
301	Ice Scoop Holder	San Jamar S12000 Sat-T-Ice Ice Scoop Holder	1			
104-1	kitchen utensils, cutter	Ateco 5307 11-Piece Stainless Steel Fluted Round Cutter Set	2			

IX. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____
- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____
- Beneficiary of Trusts and Estates: _____
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with
(check the appropriate box):

☐ The South Carolina Secretary of State or	
☐ The South Carolina Department of Revenue	

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal) _____

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ Date _____

If Corporate officer state title:	
-----------------------------------	--

(Name - Please Print)

Mail to: The company or individual you are contracting with. _____

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

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

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID/PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

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.