



**Georgetown County, South Carolina**  
129 Screven Street, Room 202  
Post Office Drawer 421270  
Georgetown, SC 29442-1270  
(843) 545-3076 • Fax (843) 545-3500  
E-Mail • [purch@georgetowncountysc.org](mailto:purch@georgetowncountysc.org)  
Website • <http://www.georgetowncountysc.org>

## REQUEST FOR PROPOSALS

RFP NUMBER: 09-015

ISSUE DATE: Monday, May 11, 2009

**OPENING DATE: Wednesday June 10, 2009**      **OPENING TIME: 3:30PM (Eastern Time)**  
Bid Opening Location: Georgetown County Courthouse, Room #201, (Small Conference Room)  
Pre-Bid Conference: **Mandatory - Thursday May 21, 2009 at 10:00AM at the County  
Judicial Center located at 401 Cleland St, Georgetown, SC**

PROCUREMENT FOR: **Coin Operated Food and Beverage Vending Service at the Georgetown  
County Judicial Center**

Commodity Code(s): 96115

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

**MAILING ADDRESS:**

County of Georgetown  
Post Office Drawer 421270  
Georgetown SC 29442-1270  
Attn: Purchasing

**STREET ADDRESS:**

Georgetown County Judicial Center  
715 Prince Street, Room 202  
Georgetown SC 29440-3631  
Attn: Purchasing

**OFFEROR NOTES:**

- ▶ **Bid Number & Title must be shown on the OUTSIDE of the package.**
- ▶ **DHL, UPS and Federal Express do NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.**
- ▶ **If this bid was downloaded from the internet, you must notify the Purchasing Office as shown below to ensure your name will be added to the mailing list for future amendments and addenda.**

**Purchasing Contacts:**

<b>David Rodgers</b>	<b>Ann Puckett</b>
Phone (843) 545-3076	(843) 545-3083
Fax: (843) 545-3500	(843) 545-3500
E-mail: <a href="mailto:purch@georgetowncountysc.org">purch@georgetowncountysc.org</a>	

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each offeror

to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.

**Time Line: RFP #09-015**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
<b>Date of Issue:</b>	Monday, May 11, 2009	n/a	n/a
<b>Pre-Bid Conference:</b>	<b>Mandatory – Thursday, May 21, 2009</b>	<b>10:00AM</b>	<b>Judicial Center</b>
<b>Inquiry Cut-Off Time:</b>	Wednesday May 28,2009	3:00PM ET	Room 202
<b>Bid Delivery Cut-Off Time:</b>	Wednesday June 10,2009	3:30PM ET	Room 202
<b>Bid Opening:</b>	Wednesday June 10,2009	3:30PM ET	Room 201

**Request for Proposal (RFP) #09-015  
Full Service Vending for Judicial Center  
 Specifications and Requirements**

Georgetown County, South Carolina is soliciting responses to a Request for Proposal to provide full service vending at the County Judicial Center located at 401 Cleland St. in Georgetown, SC.

- 1 The County will make available the two Break Rooms that are located on both sides of the Cleland Street (main) entrance on the first floor of the Judicial Center. Each room has a 14 foot wall with three outlets. It is expected that machines will be placed against these walls. The wall in one room has a water line connection. That is where we would expect a machine serving hot drinks to be located.
- 2 Each offeror is responsible to become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site. **Note: Offerors will have access to the facility only during the mandatory pre proposal conference/ site visit on May 21, 2009.** Further, each offeror shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each offeror furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work.
- 3 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract.
- 4 Objective  
 It is the County’s desire to promote a blend of healthy and traditional snack, meal and beverage products for the enjoyment of employees and visitors. At a minimum, the following are required:
  - a) soft drinks, fruit juice, bottled water
  - b) snacks (traditional and healthy)
  - c) sandwiches and/or light meal fare
  - d) ice cream and/or frozen treats
  - e) hot beverage, (coffee, cappuccino, cocoa, etc).

**Include in Paragraph 14 of the Mandatory Bid Submittal Form a listing of the products to be offered**

- 5 The Contractor shall provide all services and products under the direction of Georgetown County.
- 6 All equipment provided by the contractor must comply with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities as applicable. The following requirements would apply to meet the above guidelines: Machines to be located on an accessible route, with clear floor or ground space to be provided, operable parts must be accessible and are required to meet the required reach ranges.
- 7 The contractor must at their expense identify, provide and maintain in force any and all federal, state and local licenses and permits for the legal operation of all aspects of the business
- 8 The Contractor and their employees and/or agents shall park motor vehicles only in a place or places designated and/or approved by the building manager.
- 9 The Contractor must furnish, install, and service at no additional charge all equipment necessary to provide the vending products. Georgetown County assumes no responsibility for any equipment provided by the vendor. Electrical requirements needed to operate the equipment must be stated.
- 10 All products sold in vending machines shall be of the highest quality, and shall conform in all respects to federal, state, and local food and other laws, orders and regulations.
- 11 The Contractor will be responsible for the pickup of all stale items at no cost to Georgetown County.

## **12 Proposal Content/Format**

- f) To be considered responsive, proposals should address all items identified in this section. Please note: Some items require that the offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal.
- g) Proposals should be prepared in such a way as to provide a straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements and the needs of the County. Elaborate or unnecessarily lengthy documents are discouraged.
- h) Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
- i) In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.
- j) Present your proposal response in the order that the items are listed, identifying each response by the number. Assemble your proposal in the following order:
  - 1) Company Profile and Qualifications

Provide a brief overview of your company's background. Indicate the number of years your firm has been providing, the service proposed hereunder. Also include responses to the following:

    - a) Type of ownership of your company.
    - b) Date of Incorporation or Business formation.
    - c) Name and title of principals.
    - d) Business address of headquarters office.
    - e) Identify local office that will be directly responsible for servicing this account.

- f) Number of employees.
  - g) Address of location that will issue commission checks.
  - h) Name, phone number and fax number of individual that the County may contact regarding commission checks or statements.
  - i) Total number of vending machines under company's control
- 2) Personnel Qualifications
- a) Identify key personnel and their position within the organization.
  - b) Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager who will directly support and be involved in meeting the day to day requirements of the County.
  - c) If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform.
- 3) Financial Requirements
- a) Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.
  - b) All offerors must provide one of the following: the social security number of the owner or the Federal ID number.
- 4) References
- Indicate the names, addresses and phone numbers, of at least three (3) customers for whom your firm has or is providing similar services as proposed hereunder. References must include the number or vending machines in place.
- 5) Requirements
- Offeror's response shall state on a point-by-point basis whether proposal is in compliance with the requirements/specifications of the RFP. Address each item in the order given; identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

13. The technical evaluation criteria and their respective weights are as follows:

- a. Experience: **30 points**
- At the time of proposal opening, the Offeror must have at least three (3) years previous experience in providing vending services to facilities comparable to the Judicial Center. If an Offeror is a successor company, the previous service company or companies must have had a combined total of three (3) years similar experience prior to the proposal opening date. Documentation of the Offeror's experience must be included with its proposal.

- b. Past Performance **30 points**
- Past performance will be evaluated to assess the offeror's performance under existing and prior contracts for similar services. This includes, but is not limited to: quality of service; timeliness of performance; knowledge and experience level of workers; supervision during performance; dependability of workers; cost control; business relations; and customer satisfaction.

To confirm the quality of past performance, the County will make calls to the Offeror's clients included in the proposal as references. The offeror shall provide information on a minimum of three (3) similar projects performed for clients, including the clients' name, contact person,

telephone number, and a brief description of the work performed.

- c. Staffing: **20 points**  
The Offeror must have qualified project manager and staff, with identified support personnel dedicated to supporting this contract; the Offeror must have the ability to respond to issues within twenty four hours.

- d. Commission Returns **20 points**  
Clearly state the commission rate to be returned to the County, as well as the methods of calculating the monies returned.

14. Venue/Commissions

Commissions as presented in the RFP forms are defined as the percentage that will be paid to the County based on the gross sales through each machine.

15. Facility Readiness

- a) Any utility or structural upgrades to the facility required to place certain machines must be approved by the County in advance and funded by the contractor. Funds needed for any upgrades shall not diminish in any manner the proposed financial proceeds to the County.
- b) All equipment and utility or structural upgrades must comply with all local, state, and federal requirements. All work shall be done with all proper local permits necessary.
- c) Any permanent upgrades to the facilities by the Contractor shall remain at the location and shall become the property of the County without any further compensation to the Contractor by the County. Permanent upgrades include, but are not limited to utility upgrades, countertops attached to the facility, any other device or structure attached to the facility.
- d) Contractor will have accessibility to buildings during normal working hours.

16 Equipment Descriptions

Your proposal must be based on the use of new, refurbished, or “like-new” vending machines with non-resettable cash accounting meters and bill validators. All equipment must be UL rated. A bill changer is not necessary if vending machines are equipped to accept paper currency Include a color photo or brochure and specifications for all equipment to be supplied hereunder. The documentation provided must include the estimated annual energy consumption of each machine.

**The Contractor shall:**

Provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency as outlined below. The vendor is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and an updated list of qualifying products.

Energy Consumption	
Current Criteria—Effective April 1, 2004	New Criteria—Effective January 1, 2007
$Y = 0.55 [8.66 + (0.009 \times C)]$	$Y = 0.45 [8.66 + (0.009 \times C)]$

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized

C = vendible capacity

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of

automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state – lights off for an extended period of time.
2. Refrigeration low power state – the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state – the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

Note: EPA's goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site. However, machines that are vending temperature sensitive product, such as milk, must not have the refrigeration low power state enabled on site by the vending operator or machine owner due to the risk of product spoilage.

17. Non-profitable machines

Removal of non-profitable machines will only be allowed after the County gives prior written permission.

18. Care of Equipment

Machines should be kept clean and free of graffiti.

19. Equipment Removal

Operators shall not remove equipment from any location without the County's written consent.

20. Advertising

All language and slogans must be in good taste and compliment the professional image of the Judicial Center and should promote good public relations.

21. Compliance with Laws/Permits/Licenses

Operator shall be responsible for obtaining all licenses, permits and governmental permissions. Contractor shall take into consideration and comply with all current Federal, State and Local laws, statutes and guidelines.

22. Product Stocking

Machines must be kept continuously stocked with fresh, quality, brand name merchandise. At times operator may be required to provide certain commodities at the request of the County.

23. Product Pricing

Changes in the vend price must conform, where applicable, to your initial proposal specifications. **No change in the vend price of products shall be made without the written consent of the County.**

24. Commissions

Commission payments shall be based on gross receipts. The term "gross receipts" is hereby defined to mean receipts from all sales conducted at the Judicial Center by means of vending devices on the premise. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided such sales have been included in Gross Receipts. The Commission shall be without deduction of Gross Receipts tax imposed by any federal, state, municipal or governmental authority directly on sales and collected from customers. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from Gross Receipts in any event whatever.

25. Contractor Personnel

- a. Contractor's employees will be subject to the rules and regulations of the County while on the County's Premises.
- b. The contractor shall require their employees and agents to wear nametags and dress neatly (in uniforms if part of contractor's normal dress code) when on Judicial Center premises.
- c. All employees of the contractor must conduct themselves at all time in a courteous manner. The operations of the Contractor, their employees, and suppliers, shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction at the facility
- d. The Contractor's employees providing technical service on all equipment installed under this contract must be certified to work on the equipment. Certification may be obtained through certified training programs and/or on the job training programs provided by the company.

26. Reports/Payments

- a. A copy of the expected format for monthly sales reports is included as Exhibit A. This report will be generated monthly by the contractor.
- b. Information for commission reports is gathered by contractor's personnel. A contractor's representative shall sign monthly collection tickets. A sample of the commission summary ticket is shown in EXHIBIT B. Meter readings will be verified or available upon request.
- c. This report should be submitted with any payments to assure proper crediting of all commissions. The report must be received by the County by the 10th of each month for the preceding month.
- d. All commission checks should be made payable to County of Georgetown, SC and forwarded together with the monthly collection tickets. This should be done so it will be received by the 10th of each month for the preceding month. Payment will be submitted with a complete copy of the Commission Summary in triplicate to:

Finance Department  
(c/o Judicial Center)  
Georgetown County  
Post Office Box 421270  
Georgetown, SC 29442-1270.

27. Service calls

- a. At no time should service response exceed 24-hours, except during the weekend when the building is closed.
- b. Provide procedures to be used when calling in for service.

28. Tax Obligations

Operator is responsible for any tax obligations.

29. Refunds

Equipment malfunctions will from time to time result in loss to vending machine customers. Operator should allow for recovery of lost monies. Include your firm's procedure or method of handling refunds to customers.

30. Customer Satisfaction

Customer satisfaction is an important part of this program. Contractor should monitor and report on the over-all program. Describe your program for monitoring and evaluating your services.

31. Performance Meetings:

The Contractor may be asked to attend scheduled meetings with County representatives. The purpose of the meetings will be to identify and resolve problems, make minor changes, etc.

32. Complaints

The Contractor agrees to designate an agent or representative to receive any and all complaints, demands, or notices of any kind from the County. If the Contractor wishes to change its designated agent or representative, the Contractor agrees to notify the County in writing. Said person will meet and confer with Purchasing Officer, or his designee, upon request, to discuss any and all complaints, demands or notices of any kind.



**Instructions for  
RFP #09-015  
Full Service Vending for Judicial Center**

1. Written sealed public offers for a Request for Proposal (RFP) for **Full Service Vending for Judicial Center** shall be received in the Purchasing Office, Second Floor, Room 202, 129 Screven St, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Proposals will then be publicly and promptly opened at the designated time by the Purchasing Officer. Offers that are not in the Purchasing Officer's possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
2. Three (3) copies (One Original and Two Photocopies) of responses must be submitted in a sealed envelope and clearly marked as follows:

**OFFEROR'S NAME**  
**BID ITEM NAME**  
**BID NUMBER**
3. Faxed or E-mailed responses will not be accepted by Georgetown County.
4. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible
5. Any deviations from the specifications or modification of this RFP and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change.
6. The offeror shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the offer.
7. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
8. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
9. Offerors must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this

information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

10. Nothing herein is intended to exclude any responsible vendor, their product or service or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to respond and their offers are solicited.

11. Deadline For Questions

It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page -2- of this document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions may be faxed or e-mailed to:

David Rodgers, Senior Buyer

Fax: (843) 545-3292

e-mail: [purch@georgetowncountysc.org](mailto:purch@georgetowncountysc.org)

12. Insurance

The successful offeror shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the offeror, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

17. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

18. Right To Audit

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

#### 19. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless. Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

#### 20. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

#### 21. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

##### a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

##### b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

##### c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall

be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

22. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

23. Applicable Laws

This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina, U.S.A.

24. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be resolved through binding arbitration, with the arbitration held in Georgetown, SC and the law to be applied that of South Carolina.

25. Basis for Award

Award may be made to the responsible offeror whose proposal will be the most advantageous to the procuring party, price and other factors will be considered.

26. Notice of Award

A Notice of Award will be mailed to all respondents.

27. Protest

Offerors may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process.

28. Debarment

By submitting an RFP, the offeror is certifying that they are not currently debarred by the County from bidding. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2000-39, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

29. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for ninety (90) days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

30. Permits

It shall be the responsibility of the contractor to comply with County Ordinances by securing the necessary permits.

31. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

32. RFP Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org/procurement/default.html#bids> and double click the link under the bid listing. Commission plans will not be included in the proposal tabulation.

33. The Offeror hereby certifies that they have carefully examined all of the Documents for the project, have carefully and thoroughly reviewed this Request for Proposal, have inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this offer is based upon the terms, specifications, requirements, and conditions of the RFP. The offeror further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

34. Response Clarification

Georgetown County reserves the right to request additional written or oral information from Offerors in order to obtain clarification of their Responses.

35. Vendor Checklist

The items indicated below must be returned as a part of the Proposal Submission package:

- Mandatory Bid Submittal Form
- Exceptions Page

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**NON-SUBMITTAL RESPONSE**

Date \_\_\_\_\_

David Rodgers, Senior Buyer  
**County of Georgetown**  
Post Office Box 421270  
Georgetown, SC 29442-1270

Dear Mr. Rodgers:

We, the undersigned, have declined to submit a proposal on **RFP # 09-015, Vending Services at the County Judicial Center** for the reason(s) indicated below. Circle the number(s) indicating your reason for not bidding, or explain briefly in the space provided. It is not necessary to return any other portion of the bid document if you are not bidding. Please return this completed form by mail, as above, or by fax to (843)545-3500.

- 1) We do not offer this commodity/service
- 2) We do not manufacture/supply to this specification
- 3) Our schedule would not permit us to perform
- 4) Insufficient time to respond
- 5) We are unable to meet bonding requirements
- 6) We are unable to meet insurance requirements
- 7) Unable to bid competitively
- 8) Quantity/work too large
- 9) Quantity/work too small
- 10) Cannot meet delivery/completion requirements
- 11) Other reasons/additional comments
- 12) Remove our name from the County's List of Bidders

We understand that if neither a bid submission nor a non-response letter is returned after three successive attempts, our name will be deleted from the list of qualified bidders/offerors unless otherwise specified (as stated above).

Company Name: \_\_\_\_\_

Printed Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Telephone:\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Unable to meet bid/proposal specifications because: \_\_\_\_\_

\_\_\_\_\_

**IF NOT SUBMITTING A RESPONSE, PLEASE RETURN BY FAX TO (843)545-3500.**



**MANDATORY RFP SUBMITTAL FORM**  
**RFP #09-015**  
**Full Service Vending for the County Judicial Center**

The undersigned, on behalf of the vendor, certifies that: (1) this RFP is made without previous understanding, agreement or connection with any person, firm or corporation making an offer on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm (4) they have read the complete RFP understand all provisions: (5) if accepted by the County, their proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be the offeror's responsibility.

1. Name of Company submitting proposal \_\_\_\_\_
2. Proposal must remain valid ninety (90) days from the opening date.
3. Contact Address: \_\_\_\_\_  
\_\_\_\_\_
4. Contact Person \_\_\_\_\_
5. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
6. E-Mail address \_\_\_\_\_
7. FEIN or Social Security Number: \_\_\_\_\_
8. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_
9. Accounting Contact \_\_\_\_\_
10. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
11. E-Mail address \_\_\_\_\_
13. Does your individual or company structure require the filing of a W-9 form to the IRS on the part of Georgetown County, SC?       **Yes**       **No**



a. Printed Name of person binding bid

\_\_\_\_\_

b. Signature

\_\_\_\_\_

\_\_\_\_\_

c. Date

\_\_\_\_\_

\_\_\_\_\_

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# EXCEPTIONS PAGE

List any areas where you cannot or will not comply with the specifications or terms contained within the RFP documentation.



**Exhibit A  
Georgetown County, SC  
Sample Sales Ticket**

Period: \_\_\_\_\_

<u>Machine Location</u>	<u>Product</u>	<u>Quantity</u>	<u>Gross Sales</u>	<u>Refunds</u>

**Exhibit B  
Georgetown County, SC  
Sample Commission Summary**

Period: \_\_\_\_\_

<u>Machine Location</u>	<u>Current Meter</u>	<u>Gross Sales</u>	<u>Refunds</u>	<u>Commission Rate</u>	<u>Commission Payable</u>

Totals

By signing below I certify that the information above is accurate and complete.

Name: \_\_\_\_\_ Date: \_\_\_\_\_