

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

In the Matter of Protest of:

Crosswind Distributors, Inc.

University of South Carolina
USC-IFB-2533-MR

Provide Bottled Water for the Columbia
Campus

BEFORE THE CHIEF PROCUREMENT OFFICER

DECISION

CASE NO.: 2014-104

POSTING DATE: May 7, 2014

MAILING DATE: May 7, 2014

This matter is before the Chief Procurement Officer (CPO) pursuant to a protest dated February 7, 2014 filed by Crosswind Distributors, Inc. (Crosswind) under authority of South Carolina Code Section 11-35-4210. With this invitation for bids (IFB), the University of South Carolina (USC) attempts to procure bottled water for the Columbia Campus. After evaluating the bids received, USC posted its intent to award to Valley Spring Water & Coffee, LLC (Valley Spring). Crosswind protested MMO's intent to award alleging USC committed a variety of irregularities during its handling of the solicitation and award.

As the issues to be decided are clear, the CPO makes this decision without benefit of a hearing, based upon an administrative review of the protest letter [Ex. 1 attached]; the response to the protest from George Lampl, USC Associate General Counsel [Ex. 2 attached]; and the procurement documents.

NATURE OF PROTEST

The letter of protest and the response by Mr. Lampl are attached and incorporated herein by reference.

FINDINGS OF FACT

The following dates are relevant to the protest:

1. On December 12, 2013, USC published the IFB. According to the IFB, bids were due January 14, 2014 at 11:00AM. [Ex. 3]
2. On January 14, 2014, USC issued Amendment #1 extending the bid opening to January 21, 2014 at 11:00AM. [Ex. 4]
3. On January 21, 2014, USC opened the bids.
4. On January 22, 2014, USC extended the estimated date for posting the Intent to Award to January 29, 2014. [Ex. 5]
5. On January 30, 2014, USC posted the Intent to Award to Valley Spring Water and Coffee, LLC. [Ex. 6]
6. On February 7, 2014, the CPO received the protest letter from Crosswind.

DISCUSSION

In its letter, Crosswinds protested the “Intent to Award” alleging “substantial grounds that demonstrate inconsistent and unfair actions that wrongfully led to the ‘Award’ of the stated bid to our competitor.” USC submitted a written response to Crosswinds’ allegations. The allegation and responses were as follows:

1) “Crosswind Distributors, Inc. d/b/a LeBleu of Columbia...was the only company to attempt to submit a bid [before the original submission deadline]....I arrived at 10:30am on January 14th in the procurement office 1600 Hampton St. Suite 606. I attempted to leave our bid but was asked to wait. About 10 minutes later a gentleman (did not get his name) came out and handed me a copy of ‘Amendment No. 1’ and told me they have [*sic*] extended the bid because of ‘no response....’ It is my opinion that this document was created while I was waiting to submit my bid because my competitor failed to make the dead line.”¹

USC Response: “USC had already decided to extend the bid opening date from January 14, 2014 at 11am to January 21, 2014 at 11am by the time Mr. La Cross arrived in USC’s

¹ By Mr. La Cross’ own reckoning, he received the amendment at 10:40. The original bid opening was not scheduled until 11:00. Thus, the deadline had not arrived when the amendment was issued.

procurement office.” USC attached a copy of an email from Kevin Sanders to Dennis Gallman dated January 14, 2014 at 10:15am advising him “I need this posted before 11:00am.” Amendment #1 advised bidders “Opening date and time is extended to JANUARY 21st, 2014 at 11:00AM.”

2) The “Amendment No. 1” will prove to be invalid because all official binding documents must be signed.

USC Response: USC did not respond to this specific allegation.

3) At the bid opening, “I observed several points that should disqualify my competitor for none [*sic*] ‘responsive’ compliance....I did not see the signed ‘Acknowledgement of Amendment’ as required by the rules.”

USC Response: “This is incorrect. Valley Spring enclosed a signed copy of Amendment No. 1 with its bid. A copy of amendment No. 1 signed by Mr. Gary Gerstenberg of Valley Spring and dated January 21, 2014 is attached hereto.”

4) “On January 22, 2014, I was E-mailed a signed ‘Statement of Award Extension’ stating the award date had been extended a week to January 29, 2014 ‘pending further evaluation.’ Once again from our vantage point, this appears to be an extension to allow our competitor time to provide the appropriate information to be ‘responsive.’”

USC Response: “Section III (7) of the solicitation also requires bidders to submit an analytical laboratory report for safe drinking water with their bids. Valley Spring did not submit a lab report contemporaneously with its bid.

“The Procurement Code authorizes the procurement officer to afford a bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in its bid when it is to the advantage of the State. S.C. Code Ann. § 11-35-1520(13). The Code specifically

cites 'failure of a bidder to furnish . . . product literature' as an example of a minor informality or irregularity. S.C. Code Ann. Section 11-351520(13)(g).

"Ms. Robinson concluded that Valley Spring's failure to submit a lab report with its bid was a minor informality or irregularity as defined by the Code. Given that Valley Spring's bid was the low bid by a significant margin; Ms. Robinson also concluded that it would be the advantage of the State to afford Valley Spring an opportunity to cure the deficiency in its bid. She informed Valley Spring of the problem on the same day USC opened the bids (January 21, 2014), and Valley Spring submitted a copy of its lab report later that day."

CONCLUSIONS OF LAW

The Consolidated Procurement Code provides prospective bidders the privilege to protest a solicitation and actual bidders to protest an award. It reads:

- (a) A prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the appropriate chief procurement officer in the manner stated in subsection (2)(a) within fifteen days of the date of issuance of the Invitation For Bids or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment to it, if the amendment is at issue. An Invitation for Bids or Request for Proposals or other solicitation document, not including an amendment to it, is considered to have been issued on the date required notice of the issuance is given in accordance with this code.
- (b) Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate chief procurement officer in the manner stated in subsection (2)(b) within ten days of the date award or notification of intent to award, whichever is earlier, is posted in accordance with this code; except that a matter that could have been raised pursuant to (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(11-35-4210, Right to Protest; Exclusive Remedy) (Emphasis added)

Crosswind's first ground of protest (numbered (1) and (2) above) attacks the validity of Amendment No. 1. Amendment 1 was issued January 14. Crosswind did not file its protest until

February 7, twenty-four days after the amendment was posted. Therefore, the CPO finds Crosswind's protest of Amendment No. 1 to be untimely filed.²

Crosswind's second ground of protest alleges that Valley Spring's bid was non-responsive, because it did not include a signed acknowledgment of Amendment 1 and because it did not include descriptive literature. Its third and final ground suggests that USC illegally extended the evaluation period to allow Valley Spring to conform its bid to the solicitation requirements.

Regarding award of an invitation for bids, the Consolidated Procurement Code reads, "notice of an award or an intended award of a contract [must be given] to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the invitation for bids." [11-35-1520(10) Award] The supporting regulations add, "Any bid which fails to conform to the essential requirements of the invitation for bids shall be rejected." [S.C. Code Ann. Reg. 19-445.2070A, Rejection of Individual Bids]. However, the Code does allow some flexibility. It reads:

Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of

² Even if this protest ground were timely filed it would fail. Regarding the bid opening deadline being extended, Ms. Robinson wrote in her response, "No questions were received by the stated deadline. Whenever we have a situation in which no questions are received, we monitor the receipt of sealed bids closely. If the deadline for responses approaches and no bids have been logged in as received, we issue an amendment to extend the opening date in lieu of having to issue another solicitation. This allows time for the procurement officer to make a determination as to whether the specifications are too restrictive, if enough time had been allowed for bidders to respond, etc." [USC's Response, Exhibit A (CPO's Attachment 2)] The regulation recognizes that it may be necessary to postpone a bid opening. S.C. Code Ann. Reg 19-445.2050(B). USC's procurement officer followed the procedure prescribed in the regulation. Crosswind fails to state any violation of the Code or regulations.

the State. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

(g) failure of a bidder to furnish cut sheets or product literature....

[11-35-1520(13)]

Ms. Robinson declared Valley Spring's omission of its analytical laboratory report for safe drinking water to be a minor informality or irregularity and allowed Valley Spring to cure that omission in accordance with this provision of the Code. The CPO finds her determination reasonable and concurs with her finding that Valley Spring's omission of its laboratory report to be a minor informality or irregularity.

Regarding posting of award, the Code's supporting regulations, which impose that requirement read, "The procurement officer shall issue the notice of intent to award or award on the date specified in the solicitation." [19-445.2090(A)] But, the regulations recognize the inevitability that the posting of any award might be delayed concluding the sentence above with, "unless the procurement officer determines, and gives notice, that a longer review time is necessary. The procurement officer shall give notice of a time extension to each bidder by posting it at the location identified in the solicitation." [*id.*] USC posted the Statement of Award Extension on its website, according to the IFB that notified bidders, "The award, this solicitation, and any amendments will be posted at the following web address: <http://purchasing.sc.edu>." [Ex. 3, Cover Page] This allegation is dismissed for failure to state a claim that USC violated any law by extending the bid opening.

DETERMINATION

For the reasons stated above, the protest is dismissed.

Voight Shealy

R. Voight/Shealy
Chief Procurement Officer
For Supplies and Services

May 7, 2014
Date

Columbia, S.C.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised June 2013)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 108.1 of the 2013 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 202, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.



February 7, 2014

Mr. Voight Shealy, CPO
Procurement Services
1201 Main Street Suite 600
Columbia, SC 29201

RE: Protest of Bid
USC-IFB-2533-MR
Provide Bottled Water for the University of South Carolina – Columbia Campus

Dear Mr. Shealy,

As President of Le Bleu of Columbia, a Crosswind Distributors, Inc. subsidiary, I am formally protesting the "Intent to Award" and listed bid stated above. We are of the opinion, to have substantial grounds that demonstrate inconsistent and unfair actions that wrongfully led to the "Award" of stated bid to our competitor.

1. Crosswind Distributors, Inc. d/b/a Le Bleu of Columbia, represented by myself, was the only company to attempt to submit a bid during the published terms and "Deadline for Submission of Offer (Jan 2006)" [R. 19-445.2070(H)].
 - a) The week before the "Dead Line" of January 14, 2014 11:00am, I went to your procurement web site and registered under this stated bid to receive any correspondence or amendments via e-mail.
 - b) I arrived at 10:30am on January 14th in the procurement office 1600 Hampton St. Suite 606. I attempted to leave our bid but was asked to wait. About 10 minutes later a gentleman (did not get his name) came out and handed me a copy of "Amendment No. 1" and told me they have extended the bid because of "no response" and "Ms. Robinson was unable to attend the opening." This was untrue because I was there with a bid to respond.
 - c) On the official document entitled "Amendment No. 1 to Solicitation" Michelle Robinson, Procurement Manager, did not sign this document like all the other official documents that preceded or were presented after this document was created.

It is my opinion that this document was created while I was waiting to submit my bid because my competitor failed to make the dead line. This gave them unfair, unethical, and possibly illegal advantages to submit a bid at a later date. I find it odd had this been an official planned extension to the contrary that no e-mail, fax, US Postal mail, or telephone call was made informing us that this "Amendment No. 1" was created. The "Amendment No. 1" will prove to be invalid because all official binding documents must be signed.

2. On the revised opening date of January 21, 2014 (Extended Opening Date) I was the only vendor present for the bid opening process. Crosswind Distributors, Inc. d/b/a Le Bleu of Columbia and Valley Spring Water & Coffee, LLC were the only two bids submitted. I observed several points that should disqualify my competitor for none "responsive" compliance. At the rescheduled bid opening, I observed that the competitor only submitted a few pages that appeared to be the bid's cover sheets, bid price sheet (page 20) and a copy of each.
 - a) I did not see the signed "Acknowledgement of the Amendment" as required by the rules
 - b) I did not see any "Descriptive Literature-Required" as mandated in the bid.
3. On January 22, 2014, I was E-mailed a signed "Statement of Award Extension" stating the award date had been extended a week to January 29, 2014 "pending further evaluation." Once again from our vantage point, this appears to be an extension to allow our competitor time to provide the appropriate information to be "responsive."

Under these basis that have been outlined forth with, we are requesting the "Relief" pursuant SC Code be that the bid from our competitor be rejected and disqualified. As pursuant "Award Criteria-Bids (Jan2006): Award will be made to the lowest **responsible and responsive** bidder(s). We also request the bid be awarded to Le Bleu of Columbia.

In addition, I am formally requesting under FOIA a copy of Valley Spring Water& Coffee, LLC submitted bid package and response to the above state bid.

Sincerely,

Craig L. La Cross
President
Le Bleu of Columbia
2115 Commerce Drive
Cayce, SC 29033
803-739-7021
803-793-2503 Fax
craig.lacross@crosswindinc.com

Copy: Michelle Robinson

COPY



U N I V E R S I T Y O F
SOUTH CAROLINA

AMENDMENT NO.1 TO SOLICITATION

TO: ALL VENDORS
FROM: Michelle Robinson, Procurement Manager
SUBJECT: SOLICITATION NUMBER: USC-IFB-2533-MR
Bottled Water

DATE: January 14th, 2014

This Amendment No.1 modifies the Invitation For Bid only in the manner and to the extent as stated herein.

Opening date and time is extended to JANUARY 21st, 2014 at 11:00AM

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO.1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Crosswind Distributors Inc.
D/B/A Le Bleu of Columbia

Name of Offeror

1/20/14

Date

Mr. Voight Shealy, CPO
Procurement Services
1201 Main Street Suite 600
Columbia, SC 29201

LE BLEU OF COLUMBIA
2115 COMMERCE DRIVE
CAYCE, SC 29033

Protest of Bid
USC-IFB-2533-MR
Provide Bottled Water for the
University of South Carolina –

FEB 7 '14 FR 2:59PM

REC'D BID CONTROL



OFFICE OF THE GENERAL COUNSEL

February 25, 2014

VIA EMAIL

Mr. Voight Shealy
Chief Procurement Officer
S.C. Budget and Control Board
1201 Main Street, Ste. 600
Columbia, SC 29201

Re: Protest of Crosswind Distributors, Inc. b/d/a Le Bleu of
Case No. 2014-104

Dear Mr. Shealy:

This is in response to your email dated February 20, 2014 regarding the referenced protest. In your email, you requested written responses to the protest from USC and Valley Spring. The protest of Crosswinds Distributors, Inc. d/b/a Le Bleu of Columbia ("Crosswinds") is without merit, and USC asks the Chief Procurement Officer to dismiss the protest for the reasons set forth below.

Michelle Robinson was USC's Procurement Officer for the relevant solicitation, USC-IFB-2533-MR, "Provide Bottled Water to the University of South Carolina – Columbia Campus." Ms. Robinson prepared a summary of the procedural facts that are relevant to this matter, a copy of which is attached hereto as **Exhibit A**.

Crosswinds' protest letter asserts that Mr. Craig La Cross arrived at USC's procurement office at 10:30am on January 14, 2014 in order to submit Crosswinds' bid. However, USC had already decided to extend the bid opening date from January 14, 2014 at 11am to January 21, 2014 at 11am by the time Mr. La Cross arrived in USC's procurement office. (See Exhibit A, Paragraphs 2-4.)

A copy of an email dated January 14, 2014 at 10:15am from Kevin Sanders to Dennis Gallman, both of USC Purchasing, is attached as **Exhibit B**. This email establishes that USC's decision to extend the bid opening date preceded Mr. La Cross' arrival in the purchasing office by approximately fifteen minutes. Amendment No. 1,

which extended the bid opening date, was attached to Mr. Sanders' email. Crosswinds' assertion that Amendment No. 1 was created while Mr. La Cross was waiting in the purchasing office is baseless.

Crosswinds also asserts that Valley Spring Water & Coffee, LLC ("Valley Spring") failed to sign and return a copy of Amendment No. 1 with its bid. This is incorrect. Valley Spring enclosed a signed copy of Amendment No. 1 with its bid. A copy of Amendment No. 1 signed by Mr. Gary Gerstenberg of Valley Spring and dated January 21, 2014 is attached hereto as **Exhibit C**.

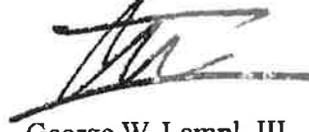
Crosswinds also asserts that Valley Spring failed to submit "Descriptive Literature" as required by the solicitation. Section II(B) of the solicitation provides: "DESCRIPTIVE LITERATURE – REQUIRED (JAN 2006): Your offer must include manufacturer's latest literature showing complete product specifications." Section III(7) of the solicitation also requires bidders to submit an analytical laboratory report for safe drinking water with their bids. Valley Spring did not submit a lab report contemporaneously with its bid.

The Procurement Code authorizes the procurement officer to afford a bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in its bid when it is to the advantage of the State. S.C. Code Ann. §11-35-1520(13). The Code specifically cites "failure of a bidder to furnish...product literature" as an example of a minor informality or irregularity. S.C. Code Ann. §11-35-1520(13)(g).

Ms. Robinson concluded that Valley Spring's failure to submit a lab report with its bid was a minor informality or irregularity as defined by the Code. Given that Valley Spring's bid was the low bid by a significant margin, Ms. Robinson also concluded that it would be to the advantage of the State to afford Valley Spring an opportunity to cure the deficiency in its bid. She informed Valley Spring of the problem on the same day USC opened the bids (January 21, 2014), and Valley Spring submitted a copy of its lab report later that day.

The Code requires USC to award the contract to the responsible bidder that submits the lowest bid that meets the requirements set forth in the invitation for bids. S.C. Code Ann. §11-35-1520(10). Valley Springs' responsibility is not at issue, and Valley Springs submitted the lowest bid that meets the requirements set forth in the invitation for bids. The Chief Procurement Officer should therefore dismiss Crosswinds' protest and authorize USC proceed with the award.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Lampl, III". The signature is written in a cursive style with a prominent horizontal stroke at the end.

George W. Lampl, III
Associate General Counsel

EXHIBIT A

The solicitation for a contractor to provide bottled water to the University of South Carolina Columbia Campus was issued and advertised in SCBO on December 12, 2013 with a deadline for responses of January 14, 2014. A suggested vendor list was provided and the solicitation was sent to 4 vendors: Valley Spring, Culligan, Country Clear and LeBleu. The deadline for questions was January 3, 2014 at 3:00 PM.

Michelle Robinson was the buyer of record. No questions were received by the stated deadline. Whenever we have a situation in which no questions are received, we monitor the receipt of sealed bids closely. If the deadline for responses approaches and no bids have been logged in as received, we issue an amendment to extend the opening date in lieu of having to issue another solicitation. This allows time for the procurement officer to make a determination as to whether the specifications are too restrictive, if enough time had been allowed for bidders to respond, etc. Bids are always kept in a secure locked file and are not opened until the posted date and time.

In this situation, Michelle Robinson was out of the office in an administrative hearing and left instructions with Kevin Sanders (another Procurement Manager in Purchasing) to monitor the receipt of sealed bids. If it appeared that we did not have any bids and it was close to the deadline for receipt of bids, Kevin was instructed to issue an amendment extending the opening date to January 21, 2014 at 11:00 AM. Kevin prepared the amendment, provided a copy to the front desk and put a copy in the procurement file. At 10:15, Kevin sent a notice to Dennis Gallman in this office to post the amendment to our web site.

It is my understanding that sometime after the amendment was prepared, someone did arrive with a bid package. This person was provided with a copy of the amendment which extended the deadline for receipt of proposals and a notation of this was made in the file. Michelle followed up by mailing a hard copy of the amendment to the other companies that had requested a copy of the bid on January 15 when she arrived back in the office.

The initial advertised date to post the award was January 16. Since the deadline for the receipt of bids was extended, a notice was sent to change the posting date to January 29.

Two (2) bids were received prior to the deadline of January 21, 2014 at 11:00 AM. Valley Spring bid \$3.99 per bottle and LeBleu bid \$5.28 per bottle. The award was issued to Valley Spring as the lowest responsive and responsible bidder.

No bids were compromised and our efforts were intended to ensure adequate competition and were never intended to favor any one vendor. Please let me know if I can provide any additional information.

EXHIBIT B

ROBINSON, MICHELLE

From: SANDERS, KEVIN
Sent: Tuesday, January 14, 2014 10:15 AM
To: GALLMAN, DENNIS
Cc: ROBINSON, MICHELLE
Attachments: USC-IFB-2533-MR-a1.pdf

Brother D. I need this posted before 11:00am

'Chelle, this is the extension for 1.21.14 at 11:00am



U N I V E R S I T Y O F
SOUTH CAROLINA

AMENDMENT NO.1 TO SOLICITATION

TO: ALL VENDORS
FROM: Michelle Robinson, Procurement Manager
SUBJECT: SOLICITATION NUMBER: USC-IFB-2533-MR
Bottled Water

DATE: January 14th, 2014

This Amendment No.1 modifies the Invitation For Bid only in the manner and to the extent as stated herein.

Opening date and time is extended to JANUARY 21st, 2014 at 11:00AM

BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO.1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.

Authorized Signature

Name of Offeror

Date



UNIVERSITY OF
SOUTH CAROLINA

AMENDMENT NO. 1 TO SOLICITATION

TO: ALL VENDORS
FROM: Michelle Robinson, Procurement Manager
SUBJECT: SOLICITATION NUMBER: USC-IFB-2533-MR
Bottled Water

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BIDDER SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NO. 1 IN THE SPACE PROVIDED BELOW AND RETURN IT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY SUBJECT BID TO REJECTION.


Authorized Signature

Valley Spring Water Office, LLC
Name of Offeror
GARY GERSTENBERG

1/21/14
Date