

HENRY MCMASTER, CHAIR
GOVERNOR
CURTIS M. LOFTIS, JR.
STATE TREASURER
BRIAN J. GAINES
COMPTROLLER GENERAL



HARVEY S. PEELER, JR.
CHAIRMAN, SENATE FINANCE COMMITTEE
BRUCE W. BANNISTER
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE
GRANT GILLESPIE
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES
DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018
JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
(803) 737-0600
FAX: (803) 737-0639

Protest Decision

Matter of: UniFirst Corporation
File No.: 2024-150
Posting Date: September 13, 2024
Contracting Entity: SC Department of Education
Solicitation No.: 5400026615
Description: SCDE Uniforms Re-Solicitation

DIGEST

The Chief Procurement Officer (CPO) denies the protest of UniFirst Corporation (UniFirst). The protest document is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer¹ (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

Best Value Bid Issued	03/12/2024
Amendment 1 Issued	04/22/2024
Statement of Intent to Award Posted	06/21/2024
Intent and Letter of Protest Received	06/26/2024

¹ The Materials Management Officer delegated the administrative review of this protest to the Director of Statewide Sourcing.

The facts pertinent to this decision are:

- On March 12, 2024, the State Fiscal Accountability Authority, Division of Procurement Services (DPS) issued solicitation 5400026615 on behalf of the Department of Education (SCDE) School Bus Maintenance Facilities to acquire uniform rental and laundry services. In addition to the uniforms for automotive technician and shop foreman positions, shop rags and door mats for shop facilities were also required. The solicitation was processed using the competitive best value bidding source selection method (BVB).
- On April 22, 2024, Amendment 1 was issued replacing the original solicitation document in its entirety. Amendment 1 made modifications to the specifications and answered supplier questions. As used hereinafter, reference to the solicitation is a reference to Amendment 1 [Exhibit B].
- Section IV. of the solicitation (page 21) provided a list of specific items that Offerors were required to provide for evaluation purposes.

INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION
(MODIFIED):

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

1. The Offeror shall provide samples of emblems with the bid submission. SCDE shall have final approval of all emblems.
2. The Offeror shall provide a sample count sheets with bid submission.

3. The Offeror shall provide a detailed explanation of pick up and counting procedures.
 4. The Offeror shall provide the location of uniform cleaning facilities and depots.
 5. The Offeror shall provide an explanation of capability to service all locations in South Carolina.
 6. The Offeror shall provide replacement and repair procedures.
 7. The Offeror shall provide lost/replacement charges for shop towels and floor mats, and uniforms.
 8. The Offeror shall provide their standard sizes and their plus/premium sizes.
- Section VI. of the solicitation addressing award criteria stated that award was to be made to one Offeror noting the evaluation factors as Price (60%), Technical Response (20%), and Qualifications (20%).
 - By the deadline for receipt of bids, SCDE received two bids; however, the bid from UniFirst was deemed non-responsive on the grounds that it failed to submit a technical proposal containing the information requested by the solicitation. The procurement officer cited 19-445.2070(C) as the basis for rejection of the individual bid noting Unifirst as failing to conform to material requirements of the solicitation making its offer subject to being rejected as nonresponsive [Exhibit C].
 - On June 21, 2024, DPS posted a notice of intent to award a contract to Cintas Corporation [Exhibit D].
 - On June 26, 2024, UniFirst notified the CPO of its intent and letter of protest.

DISCUSSION

UniFirst protests the award to Cintas “based on the merit of disqualification by the State for incomplete submission of information in the proposed bid.” UniFirst asserts in their letter of protest that they have been the incumbent uniform supplier for SCDE since April 2009, and that

the information requested in Section IV, *Information for Offerors to Submit* is currently on file under the current service contract.

This solicitation was conducted under the S.C. Code Ann. §11-35-1528, which provides that award will be made "to the responsive and responsible bidder whose bid is determined, in writing, to be most advantageous to the State, taking into consideration all evaluation factors set forth in the best value bid" unless there is a compelling reason to reject a bid (S.C. Code Ann. §11-35-1520(10)).

While requirements stated in Section IV were necessary for evaluation as detailed in Section VI of the solicitation, at least two requirements form a part of the contract and contain the material terms for the same. As stated in Section IV, Items 1, offerors were required to provide samples of emblems **with the bid submission** noting that SCDE would have final approval of all emblems. The accepted emblems will become part of the contract that the bidder will have to provide with the uniforms. Further, under Item 7, Offerors were also required to provide lost/replacement charges for shop towels and floor mats, and uniforms. By failing to provide this information, UniFirst has failed to provide the requested charges that would form part of the contract.

A "responsive bidder" is "a person who has submitted a bid ... which conforms in all material aspects to the invitation for bids." S.C. Code Ann. §11-35-1410(9). Section II.A. of the solicitation includes the following provision on responsiveness and improper offers within Clause 02-2A105-2 as noted below:

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

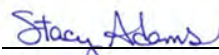
(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the 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)]

The Panel has consistently held that the responsiveness of a sealed bid must be determined at the time of bid opening solely from the four corners of the bid document. *Appeal by Greenville Office Supply*, Panel Case No. 2014-5; *Appeal by Two State Construction, Co.*, Panel Case No. 1996-2. For this solicitation, a bidder submitting a bid was required to submit pricing on the State's spreadsheet; a signed cover page and page two; and responses to requirements appearing in Sections IV of the solicitation document. While UniFirst supplied a signed copy of the cover page and page two acknowledging Amendment 1, along with pricing on the State's spreadsheet, it failed to supply any of the information noted in Sections IV with their bid response.

The bid documents form a part of the contract and contain the material terms. Therefore, a procurement officer cannot rely on extraneous information not part of the bid documents to determine responsiveness. In its letter of protest, UniFirst provided additional information associated with requirements noted in Section IV; however, the absence of this information at the time of bid opening results in UniFirst's bid documents being nonresponsive. Furthermore, a bidder cannot cure this type of deficiency through a post-opening submission, much less a protest. While UniFirst serves as the incumbent on the current contract, it cannot rely on its existing contract to transfer material terms to an active solicitation.

DECISION

For the reasons stated above, the protest of Unifirst is denied.



Stacy Adams
Director of Statewide Sourcing

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2024)

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>

FILING FEE: Pursuant to Proviso 111.1 of the 2024 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
1205 Pendleton Street, Suite 367, 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.

Exhibit A
Adams, Stacy

From: Protest-MMO
Sent: Wednesday, June 26, 2024 9:57 PM
To: _MMO - Procurement; Shealy, Voight; Skinner, Gail
Subject: FW: [External] Unifirst protest solicitation number 5400026615 re-solicitation of 5400026255

From: Brent Harper <Brent_Harper@unifirst.com>
Sent: Wednesday, June 26, 2024 9:56:29 PM (UTC-05:00) Eastern Time (US & Canada)
To: Protest-MMO <protest-mmo@mmo.state.sc.us>
Cc: Brent Harper <Brent_Harper@unifirst.com>; Chris A Locklear <Chris_Locklear@unifirst.com>; McCain, Bryanna <BMcCain@mmo.sc.gov>
Subject: [External] Unifirst protest solicitation number 5400026615 re-solicitation of 5400026255

June 26, 2024
Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

Re: Solicitation Number 5400026615: SC Department of Education Uniforms

Notice of intent and Letter of Protest

Dear Chief Officer,

Pursuant to to Section _IIA of the SC Department of Education Request for Proposal referenced above, we hereby timely submit this protest letter on behalf of the UniFirst Corporation. We also request that the State suspend or terminate performance of the contract awarded to Cintas Corporation on June 21, 2024 during this protest.

UniFirst Corporation is formally protesting the award based on the merit of disqualification by the State for incomplete submission of information in the proposed bid. As all parties are aware, the solicitation was amended multiple times from initial posting due to various changes of needs by the SC Department of Education. In light of these changes, UniFirst Corporation continually amended their proposal to meet the necessities therein. As was indicated by the Procurement Manager, post-award, the UniFirst Corporation was disqualified for non-submission of information as outlined in *Section IV Information for Offerors to Submit*. The UniFirst Corporation is the incumbent uniform supplier for the SC Department of Education and, with exception to the updated *Section VIII Bidding Schedule/Price Proposal*, all other information is currently on file and approved by the State under the current Service Contract.

UniFirst Corporation has a tenured and longstanding relationship, first awarded April 2009, with the SC Department of Education with regard to the uniform service and no changes to the current business methodology was prescribed within the context of **Solicitation 5400026615**.

As is such, the following highlights the areas deemed as incomplete in the submitted bid proposal:

1. The Offeror shall provide samples of emblems with the bid submission. SCDE shall have final approval of all emblems.
 - As a cost-savings measure to the SC Department of Education, UniFirst intends to maintain the current emblem styling which adheres to the specifications outlined in the RFP or unless otherwise requested by SCDE. The emblem is on every shirt currently in service.
2. The Offeror shall provide a sample count sheets with bid submission.
 - This is currently provided weekly.
3. The Offeror shall provide a detailed explanation of pick up and counting procedures
 - SCDE has a qualified understanding of the methods used by UniFirst Corporation to ensure accurate turn-around of garments during weekly laundering and has been in place for many years.
4. The Offeror shall provide the location of uniform cleaning facilities and depots.
 - Unifirst has been providing service to SCDE from the same locations since 2009.
5. The Offeror shall provide an explanation of capability to service all locations in South Carolina
 - Due to the UniFirst Corporation's incumbency, SCDE has record of the facilities servicing the 42 maintenance facilities throughout the state of South Carolina and the capabilities therein.
6. The Offeror shall provide replacement and repair procedures.
 - UniFirst currently services all 42 maintenance facilities for SCDE and maintains garments on a weekly basis for replacement and repair as necessary. The UniFirst systems have been the same since 2009.
7. The Offeror shall provide lost/replacement charges for shop towels and floor mats, and uniforms.
 - UniFirst submitted all necessary information, in this regard, through the *Section VII. Bidding Schedule/Price Proposal*.
8. The Offeror shall provide their standard sizes and their plus/premium sizes.
 - Incumbency has afforded UniFirst Corporation the historical benefit of having this information provided to and agreed upon by the SC Department of Education.

Lastly, I would like to mention that my understanding of the main purpose of the State Procurement office is to procure materials and services at the lowest cost possible while ensuring the required quality levels. If your department moves forward with the bid award as is, it will not serve the States best interest. UniFirst's pricing is significantly lower than the vendor that you are considering the award. UniFirst has been providing TOP QUALITY and low prices for over 15 years. The information that was "not provided" in the bid is ON FILE IN YOUR RECORDS and has not changed.

Sincerely,

Brent Harper

Brent Harper


Location Manager

UniFirst Corporation
477 Industrial Drive
Lexington, S.C. 29072
803-359-0305 option 2
bharper@unifirst.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, use, or distribution of the information included in this email is prohibited and may be unlawful.

Exhibit B

	<p style="text-align: center;">State of South Carolina</p> <p style="text-align: center;">Best Value Bid AMENDMENT 1</p>	<p>Solicitation: 5400026615 Date Issued: 04/22/2024 Procurement Officer: BRYANNA MCCAIN Phone: (803)737-0983 E-Mail Address: bmccain@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201</p>
---	--	--

DESCRIPTION: SCDE UNIFORMS RE-SOLICIT

USING GOVERNMENTAL UNIT: SC Department of Education Admin

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

<p>MAILING ADDRESS: SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201</p>	<p>PHYSICAL ADDRESS: SFAA, Div. of Procurement Services 1201 Main Street, Suite 600 Columbia SC 29201</p>
---	--

SUBMIT OFFER BY (Opening Date/Time): 05/17/2024 11:00 AM EST (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 05/02/2024 04:00:PM EST (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1: Online Submission Encouraged**

<p>CONFERENCE TYPE: Not Applicable DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Not Applicable</p>
---	--

<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 05/29/2024. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
-------------------------------	--

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<p>NAME OF OFFEROR (Full legal name of business submitting the offer)</p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>	<p>DATE SIGNED</p>
<p>TITLE (Business title of person signing above)</p>	<p>STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME (Printed name of person signing above)</p>	<p>STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)</p>

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

Sole Proprietorship Partnership Other _____

Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ 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)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ 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)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

PREFERENCES – Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524(E)(2)

PREFERENCES – Preferences do not apply. See SC Consolidated Procurement Code Reference 11-35-1524 (E)(2)

Table of Contents

SECTION_I	3
SECTION_IIA	4
DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)	4
AMENDMENTS TO SOLICITATION (JAN 2004)	4
AUTHORIZED AGENT (FEB 2015)	4
AWARD NOTIFICATION (MODIFIED)	5
BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)	5
BID ACCEPTANCE PERIOD (JAN 2004)	5
BID IN ENGLISH and DOLLARS (JAN 2004)	5
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)	5
CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)	6
CODE OF LAWS AVAILABLE (JAN 2006)	7
DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (APR 2023)	7
DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)	7
DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)	7
DUTY TO INQUIRE (FEB 2015)	7
ETHICS CERTIFICATE (MAY 2008)	7
OMIT TAXES FROM PRICE (JAN 2004)	8
OPEN TRADE REPRESENTATION (JUN 2015)	8
PROTESTS (MAY 2019)	8
PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)	8
PUBLIC OPENING (JAN 2004)	8
QUESTIONS FROM OFFERORS (FEB 2015)	8
REJECTION/CANCELLATION (JAN 2004)	9
RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)	9
SIGNING YOUR OFFER (JAN 2004)	9
STATE OFFICE CLOSINGS (JAN 2004)	10
DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)	10
SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)	10
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)	11
VENDOR REGISTRATION MANDATORY (MODIFIED)	11
WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)	11
SECTION_IIB	12
MAIL PICKUP (JAN 2006)	12
ON-LINE BIDDING INSTRUCTIONS (MAR 2015)	12
PROTEST – CPO – MMO ADDRESS (MODIFIED)	12
SAMPLES (MODIFIED)	13
UNIT PRICES REQUIRED (JAN 2006)	13
SECTION_III	14
DELIVERY/PERFORMANCE LOCATION—SPECIFIED (MODIFIED)	20
QUALITY—NEW (JAN 2006)	20
SECTION_IV	21
INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)	21
MINORITY PARTICIPATION (DEC 2015)	22
SECTION_V	23
QUALIFICATIONS OF OFFEROR (MAR 2015)	23
QUALIFICATION—REQUIRED INFORMATION (MODIFIED)	23
SUBCONTRACTOR—IDENTIFICATION (FEB 2015)	23
SECTION_VI	24
AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006)	24
CALCULATING THE LOW BID	24
COMPETITION FROM PUBLIC ENTITIES (JAN 2006)	24

EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)	24
SECTION_VIIA	25
ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)	25
BANKRUPTCY - GENERAL (FEB 2015)	25
CHOICE-OF-LAW (JAN 2006)	25
CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)	25
DISCOUNT FOR PROMPT PAYMENT (JAN 2006)	25
DISPUTES (JAN 2006)	26
EFT INFORMATION (FEB 2021)	26
EQUAL OPPORTUNITY (JAN 2006)	26
FALSE CLAIMS (JAN 2006)	26
FIXED PRICING REQUIRED (JAN 2006)	26
NO INDEMNITY OR DEFENSE (FEB 2015)	26
NOTICE (JAN 2006)	27
OPEN TRADE (JUN 2015)	27
PAYMENT and INTEREST (FEB 2021)	27
PUBLICITY (JAN 2006)	27
PURCHASE ORDERS (JAN 2006)	28
SURVIVAL OF OBLIGATIONS (JAN 2006)	28
TAXES (JAN 2006)	28
TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)	28
THIRD PARTY BENEFICIARY (JAN 2006)	28
WAIVER (JAN 2006)	28
SECTION_VIIB	29
CHANGES (JAN 2006)	29
COMPLIANCE WITH LAWS (JAN 2006)	29
CONTRACT LIMITATIONS (JAN 2006)	29
CONTRACTOR PERSONNEL (JAN 2006)	29
CONTRACTOR'S OBLIGATION—GENERAL (JAN 2006)	29
DEFAULT (JAN 2006)	30
ILLEGAL IMMIGRATION (NOV 2008)	31
LICENSES AND PERMITS (JAN 2006)	31
MATERIAL AND WORKMANSHIP (JAN 2006)	31
PRICE ADJUSTMENTS (JAN 2006)	31
PRICE ADJUSTMENT – LIMITED – AFTER INITIAL TERM ONLY (JAN 2006)	31
PRICE ADJUSTMENTS—LIMITED BY CPI “ALL ITEMS” (JAN 2006)	32
PRICING DATA—AUDIT—INSPECTION (JAN 2006)	32
RELATIONSHIP OF THE PARTIES (JAN 2006)	32
SHIPPING / RISK OF LOSS (JAN 2006)	32
TERM OF CONTRACT—EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)	32
TERM OF CONTRACT—OPTION TO RENEW (FEB 2021)	32
TERM OF CONTRACT—TERMINATION BY CONTRACTOR (JAN 2006)	32
TERMINATION FOR CONVENIENCE (JAN 2006)	33
SECTION_VIII	34
BIDDING SCHEDULE (NOV 2007)	34
SECTION_IX	35
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING	36
OFFEROR'S CHECKLIST	37
AMENDMENTS TO SOLICITATION (JAN 2004)	38
AMENDMENTS TO SOLICITATION (JUN 2017)	38
QUESTIONS FOR SOLICITATION	38

IMPORTANT NOTICE: In order to make the solicitation document easier to read, the state has opted to issue a completely new document. This approach has been selected to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

To assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, Offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, Offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

Please refer to the Summary of Questions and Answers Page at the end of this solicitation for information pertaining to this amendment.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (MODIFIED)

The State Fiscal Accountability Authority-Office of Procurement Services (SFAA-OPS) on behalf of South Carolina Department of Education (SCDE) School Bus Maintenance Facilities is soliciting a Best Value Bid to provide a uniform rental and laundry services. In addition to the uniforms for automotive technician and shop foreman positions, shop rags and door mats for shop facilities are also required.

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 06/18/2024 End date: 05/17/2029.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

The initial term of the contract will be one (1) year contract with an anticipated four (4) one-year (1) renewal options resulting in a maximum contract term of five (5) years.

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 IF 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 or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT 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 clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

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.

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 either the Cover Page, an amendment, or an award notice.

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 you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (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. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MODIFIED)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all offerors responding to the solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority 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 Authority is not a party to such contracts, unless and to the extent that the Authority 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. [02-2A030-3]

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 nonresponsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

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

(a) You certify that, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. (b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The 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. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

(a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with 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.** [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the 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. [02-2A090-1]

QUESTIONS FROM OFFERORS (MODIFIED)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. 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.

IMPORTANT:

Email is the preferred method for communicating with the procurement officer. **Title the “Subject Line”** of your email: **“Bid 5400026255 Questions”**.

Questions must be submitted in an easily copied format such as MS Word. Please do not place your questions in tables.

Email: bmccain@mmo.sc.gov

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] [02-2A100-1]

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. [02-2A115-1]

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 state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." **Paper offers are discouraged.** If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation

document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (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 how to file 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 (MODIFIED)

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, www.procurement.sc.gov and select Doing Business with Us. Then select 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 and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](http://www.sos.sc.gov) or S.C. Department of Revenue [Withholding \(sc.gov\)](http://www.sos.sc.gov). You can register with the agencies at <https://www.procurement.sc.gov/doing-biz/registration>)

This process may take up to fifteen (15) business days.

New and updated vendor registrations must be approved before you may enter an online bid or offer. If you have submitted your vendor registration and it has not been approved, see the clause titled SUBMITTING A PAPER OFFER OR MODIFICATION.

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. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

Pre-Bid/Proposal Conference Date and Time: **SEE COVER PAGE ONE**

Location of Pre-Bid/Proposal Conference: **SEE COVER PAGE ONE**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. **Have a copy of the solicitation ready so you can follow along with the discussion.** Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract.

This solicitation includes a NON-Mandatory Pre-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal Conference is to identify items that are in error, unclear, or unduly restrictive.

All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will **NOT** afford individuals enough time to complete an initial review of the document during the conference.

MAIL PICKUP (JAN 2006)

The State Procurement Office picks up all mail from The US Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer. [02-2B080-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Follow the general user instructions posted at www.procurement.sc.gov under the heading "Submitting Offers."

3 Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen.

Only offers with a status of "submitted" have been received by the State.

Offers with a status of "saved" have not been received.

4 Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you have problems entering an on-line offer, you must:

- i. contact the SCEIS Help Desk for assistance at (803) 896-0001 (select option 1 for SCEIS); or
- ii. contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>.

Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

Do not wait until the last minute to submit your offer. If an online offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to protest-mmo@mmo.state.sc.us,

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

SAMPLES (MODIFIED)

Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Sample of colors and materials for each type of garment must be provided within five (5) days from request by the Procurement Officer listed on Page 1 of this solicitation.

Send Sample To:

**Procurement Office
SC Department of Education
1429 Senate Street
Columbia, SC 29201**

UNIT PRICES REQUIRED (JAN 2006)

Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

The purpose of this solicitation is to establish a uniform rental service provider for the South Carolina Department of Education (SCDE) School Bus Maintenance Facilities. In addition to the uniforms for automotive technician and shop foreman positions, shop rags and door mats for shop facilities are also required.

Background

The SCDE currently operates 42 maintenance facilities (see Attachment A for delivery location addresses) and employs approximately 342 automotive technicians, 47 shop foremen, 42 shop clerks, and 41 shop supervisors. Exact quantities for each facility will be determined during fitting and sizing.

A. Contractor Requirements

- a. The Contractor shall ensure that uniforms are new at the initiation of the resulting contract and for all new or additional SCDE employees.
- b. The Contractor shall ensure that uniforms used for size changes and replacement uniforms are like new uniforms (bearing no holes, stains, or other visible signs of wear and tear).
- c. The Contractor must be capable of providing services (outlined herein) for all regions of the State of South Carolina.
- d. The Contractor shall not add any additional costs and there shall not be any hidden charges including, but not limited to, set-up fees, fuel surcharges, re-stocking fees, emblem cost fees, alteration charges, environmental fees, garment maintenance, etc.
- e. **Contractor shall provide an updated inventory and measurements for each site during the term of the contract. This record must include the count of uniforms delivered to each site, the number of uniforms picked up, and a quarterly count of missing or damaged uniforms.**

A.1 Initial Uniform Delivery

The Contractor shall have four (4) weeks after final award to complete the fitting and sizing of SCDE employees utilizing the resulting contract. **The initial fitting shall be completed with all areas by July 12, 2024.**

The Contractor shall provide a count of all uniform measurements on site (which must be verified by a designated SCDE representative) within five (5) business days following the initial fitting. After the completion of the initial fitting and sizing, the Contractor shall be given four (4) additional weeks for the Contractor to make initial delivery of all uniforms (to allow time for ordering, cleaning, and delivery). **The initial delivery must be complete by the end of business August 16, 2024**

A.2 Uniform Fitting and Sizing

1. Uniforms shall be properly fitted to each individual, including any unusual or unique sizes necessary to ensure comfortable wear. Each employee shall be individually measured and try on sample uniforms. Uniform fitting shall occur with the initiation of the contract, when new or additional employees are added, and upon renewal of contract. Size alterations or exchanges shall be made at any time different size uniforms are needed due to individual's weight change or other conditions that may warrant a change to ensure comfortable wear.

2. Standard Sizes will be S-3XL for shirts, jackets, and T-shirts. Standard pant sizes will be up to a 50-inch waist.

A.3 Uniform Pickup and Delivery

The pickup and delivery dates will be coordinated with the SCDE in each area. The delivery day will be the same every week. The SCDE shall be notified in writing two weeks prior to any change to the delivery schedule. All deliveries shall be made between 8 a.m. and 4 p.m., Monday through Friday.

At the time of pick-up and delivery, the Contractor shall perform an individual count of uniforms collected and provide documentation to the SCDE. A copy of the documentation shall be matched with the delivery count the following week. Any uniforms lost by the Contractor shall be replaced by the Contractor at no cost. The Contractor shall be responsible for identifying each garment and ensuring that it is returned to the SCDE employee.

All uniforms shall have a strip of laundry tape on the inside collar with the agency employee's last name. In addition, the Contractor may choose to use a bar coding system to identify the employee. **All uniform shirts shall also have some sort of**

reflective stripe on the sleeves for safety measures of visibility. All SCDE employees should be able to identify their own uniforms. The original service date of the uniform shall be identifiable.

The SCDE will notify the Contractor of SCDE employees that no longer work for the SCDE. The SCDE will be responsible for unreturned uniforms from individuals that are no longer SCDE employees.

The Contractor shall not charge a SCDE employee on an extended sick, vacation, or other leave of more than three (3) weeks. If the SCDE employee will be gone for an extended leave, the SCDE will notify the Contractor and return all of the SCDE employee's uniforms to the Contractor.

Holidays

If a location's normal pick-up/delivery day falls on a South Carolina state holiday, the pick-up/delivery will fall to the previous or next business day. It is the Contractor's responsibility to know and plan for South Carolina state holidays. Notice of the revised pick-up date shall be posted two weeks in advance.

Natural Disasters/Emergencies

In the event a natural disaster or other emergency prevents regular delivery of uniforms, the Contractor shall coordinate with the SCDE to deliver uniforms as soon as possible. The SCDE will not be charged until delivery is resumed.

Laundering

All uniform garments (with the exception of caps) shall be laundered and processed to be free of wrinkles prior to return to maintenance facilities. Laundering process shall be sufficient to remove soil, stains, and odors. SCDE will not be charged for uniforms not cleaned to SCDE satisfaction. All laundered uniforms shall be delivered on hangers. The Contractor shall ensure that part of the laundering process includes an inspection of all uniforms to identify needed repairs. Any repair needs identified during the inspection process shall be remedied prior to return of the garment. Jackets shall be laundered as needed at no additional charge.

Repairs

All uniforms shall remain the property of the Contractor. The replacement of faded or worn-out uniforms and minor repairs (i.e., tears, holes, discoloration, missing buttons) shall be the Contractor's responsibility.

The Contractor shall ensure that missing buttons, rips, tears, and other damage are repaired on a weekly basis prior to delivery. Uniforms shall be inspected by the Contractor prior to being returned to employees to ensure that the uniforms are fit for use. SCDE employees will not be required to call the Contractor's attention to the need for repair. However, "hard-to-find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment lapel. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. If the SCDE employee does notify the Contractor of the need for repair and the Contractor does not return the garment repaired, the SCDE designee shall withhold payment for these uniforms until the repair is made. The cost of all normal repairs shall be included in the monthly fee. The Contractor shall make all repairs in a good workmanship manner and to the satisfaction of the SCDE designee.

The Contractor may repair tears and rips without cloth backing if completed closure can be made.

The Contractor shall ensure that if fabric is missing, a patch (which matches the garment in color) is used to replace missing material and/or reinforcement material.

The Contractor shall ensure that repairs are made to the crotch area.

The Contractor shall ensure that broken zippers are repaired or replaced with equivalent quality.

The Contractor shall ensure that broken, bent, or missing buttons are replaced with equivalent quality.

Lost or Damaged Uniforms

The Contractor shall provide a count of all uniforms picked up on site (which must be verified by a designated SCDE representative). This summary shall be provided for all uniforms whether picked up or delivered. Soiled and cleaned uniforms shall be delivered and picked up at a designated common area only.

Uniforms supplied by the Contractor are the property of the Contractor. The Contractor shall notify the SCDE of any lost or missing items by the next business day, close of business. If Contractor claims uniform losses by an SCDE employee, the

Contractor shall notify the SCDE designee within five (5) business days. The SCDE will assist with the recovery and there will be no charges for lost uniforms until the SCDE has been given five (5) additional business days to recover uniforms. Any uniforms recovered after the SCDE has been charged for a loss shall be subject to a full credit from the Contractor. At no time will charges for lost or missing uniforms prohibit, delay, or suspend regularly scheduled services.

The SCDE will only consider invoices for lost or damaged uniforms when there is a physical or electronic receipt signed by a responsible SCDE Transportation/Bus Shop designee verifying the loss or damage. The receipt must be specific and detailed. General statements that charge for loss or damaged uniforms without details of garment type, quantity, and personnel involved shall not be considered and will not be paid.

Invoices for damaged uniforms will only be paid when it is proven that the uniform was damaged through negligence of the SCDE employee. The nature of a “work” uniform suggests hard use and accelerated wear. Therefore, it is the position of the SCDE that staining will occur in the normal wearing of a work uniform and replacement with a new uniform is a normal consequence. For instance, mechanics will have oil stains on their uniforms. While these uniforms shouldn’t be replaced just for oil stains, the SCDE will not pay for this “damage” because it occurred in the normal wearing of the work uniform.

The SCDE will assume responsibility for any documented losses where the loss has been proven to occur while the uniform was in the custody of an SCDE employee. Payment for these uniforms shall be based on the loss/replacement fee schedule herein.

Uniform Replacement

Replacements of uniforms that are worn out or that are not presentable to the public will be replaced by the Contractor at the request of SCDE. The Contractor should also replace uniforms that do not pass their inspection and that can’t be repaired. Any charges for these replacement uniforms must be in accordance with the lost/replacement charge policy and schedule herein.

All uniforms considered unsightly due to mending, stains, rips, or excess wear shall be replaced with uniforms of the appropriate size that are free of visible stain, tears, or rips. These alterations and/or replacements should be completed and returned within a two-week period. This will allow the Contractor time to order the item, attach the logo, and clean the uniform. Failure of the Contractor to repair or replace uniforms to a satisfactory condition shall be cause to withhold payment of the next invoice until repair is completed.

There shall be no charge by the Contractor for the replacement of uniforms that have become threadbare or worn out from normal usage.

There shall be no charge for the replacement of uniforms that have been in rotation for more than two (2) years.

If the Contractor delivers an item to the wrong location and the uniform is not recovered at its original location, the Contractor is responsible for its replacement.

Lost/Replacement Charges

Invoicing for lost or damaged uniforms shall be itemized or on a separate invoice submitted to the SCDE. All fees for lost, damaged, or replacement uniforms must be approved in advance by an SCDE foreman level or above. Approval will be indicated by initials or signature on delivery receipt that clearly states all charges to be incurred for lost/replacement fees. Authorization by SCDE on an electronic device is also acceptable.

Cleaning Requirements

The Contractor shall ensure that uniforms are laundered to the highest industry standards with detergents, hung on hangers, and returned to each employee wrinkle-free. No starch or similar product shall be used.

The Contractor shall ensure workmanship is first-class commercial quality to produce clean, dry uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.

The Contractor shall ensure that all wastewater treatment and disposal is made in compliance with all applicable laws and regulations. There shall be no additional surcharges for wastewater treatment.

SCDE New Employees

The Contractor shall ensure that new uniforms are provided within two weeks from date of request when a new employee is added to the SCDE staff.

Uniforms

Standard uniforms for each SCDE employee shall be provided as follows:

Eleven (11) each Shirts, Eleven (11) each Pants, Two (2) each Caps, and Two (2) each Jackets

Employees shall have the option to choose long or short sleeves.

Shirts, Work: 65% polyester and 35% cotton with soil release, Perma-press, minimum of 6 vertical buttons, double breast pockets with through buttons and pencil slot, lined collar and cuffs, fully cut with two-piece yoke. Reflective stripe on each sleeve for safety measures of visibility. Employees will receive 11 shirts and will have the option of long or short sleeves. Color: Navy and/or Dark Blue (Technicians) Gray (Shop Foremen)



Seasonal Change Out

Employees will have the option of exchanging short sleeve shirts for long sleeve shirts in October and vice versa in April. This will be invoiced as a one-time charge, per shirt.



Pants, Work: 65% polyester and 35% cotton twill blend, permanent -press, heavy duty brass zippers, 2 front pockets, 2 set-in back pockets, seams reinforced. Color: Navy

Jackets, Work: hip length, medium weight twill, quilted perma-lining, heavy duty brass zippers, two-position adjustable cuffs, 2 inset slash-type pockets on front, 1 patch-type pocket on sleeve, standard flip up type collar, Color: Navy



Caps: 100% Cotton Twill

Color: Navy—Requires SCDE approval.

Caps will be replaced once annually upon the request of the employee.

Coveralls 7.5 oz. 65% polyester and 35% cotton, Permanent-press, twill material, two zippered breast pockets, two slash-type front pockets, two patch-type rear pockets, two-way brass zipper closure. Four-needle false band, safety-stitched mainstreams, action back, side vent openings, and sized to be worn over clothing; Color: Navy.

Shop Rags

100 % cotton material, approximate size 12" x 12", Color: Standard Contractor color

All shop rags shall be laundered and returned free of rips or holes. Shop rags remain the property of the Contractor. Lost/replacement fees will not be paid unless a documented count is performed at pick-up. Lost/replacement fees will not be paid unless approved in advance by SCDE.

Floor Mats

Carpet type surface, rubber or non-skid backing, approximate size 3X5, 4X6, and 3X10; Color: Grey

The Contractor shall ensure that all floor mats are cleaned weekly and returned in good condition. Floor mats remain the property of the Contractor. Lost/replacement fees will not be paid unless discussed with and approved in advance by a SCDE supervisor.

Direct Purchase Uniforms and Other Direct Purchase Items

Additional uniforms and/or other items as identified below may be direct purchased (on an individual basis) by SCDE personnel at prices as quoted in bid schedule. Payment and contract for these items shall be between the individual SCDE employee and the Contractor. SCDE shall not be held responsible for obligations of these agreements. Invoicing for these items shall be separate from SCDE facility invoices and shall bear the name of the individual SCDE employee. SCDE employees will be responsible for laundering these items.

Shop Coats (Direct Purchase): 7 ½ oz. 65% polyester and 35% cotton, Permanent-press, twill material, length approximately 44 inches, two breast pockets, pencil stall in left breast pocket, two lower pockets, concealed front closures; Reflective stripe on each sleeve for safety measures of visibility. Color: Navy

Dress Shirt (Direct Purchase): Oxford style, 60% cotton and 40 % polyester, Perma-press, collars top-stitched, button down, left side breast pocket. Color: Optional, Employee May Choose from Standard Product Line

Twill Shirt (Direct Purchase): 6oz. 65% Polyester/35% cotton with soft hand finish. Seven Buttons with vertical buttonholes. Two-piece banded collar with top stitch and button down. Cuffs double needle-stitched and fully lined. Facing is center pleat

placket. Shirt shall have single chest pocket, hemmed spade style with triangle bar tacks, horn buttons, and double-needle stitching (at right shoulder and back of yoke). Color: Optional, Employee May Choose from Standard Product Line

Pants (Direct Purchase): 8 oz. 65% polyester and 35% cotton, Permanent-press, twill material, brass zipper with hook and eye closure, double-pleated front, two slash-type front pockets, two set-in rear pockets, inner-lined for drape and comfort, synthetic blend trim waistband. Color: Optional, Employee may choose from Standard Product Line.

T-shirts (Direct Purchase): Hanes Tagless 100% preshrunk cotton or equivalent; No pocket; Color: Navy

Coveralls (Direct Purchase): 7.5 oz. 65% polyester and 35% cotton, Permanent-press, twill material, two zippered breast pockets, two slash-type front pockets, two patch-type rear pockets, two-way brass zipper closure. Four-needle false band, safety-stitched mainstreams, action back, side vent openings, and sized to be worn over clothing; Color: Navy.

Boots (Direct Purchase): Steel toe, work boots, various sizes – This line is for information only and will not be used in evaluation)

Emblems and Patches



Emblems shall be affixed to uniforms by the Contractor and may be silk-screened or embroidered. For security purposes, it is essential that every employee uniform have the proper emblems attached at all times. It is the responsibility of the Contractor to inspect and repair or reattach emblems prior to delivery. Final emblem may be updated by contract award date. Any changes will be submitted to the awarded contract.

Emblem and Patch Locations:

Shirts: Over right shirt pocket: Employee's name in script lettering, approximate size 2" x 4". Names shall be limited to employee's preference of given name (first or last) or initial and last name (no nicknames).

Over left shirt pocket: Approved SCDE Logo Emblem to identify each maintenance facility, approximate size 3" x 4"

Jackets: Same as shirts

Caps: Same as over left pocket on shirt

The SCDE reserves the right to add approved patches to sleeves of shirts and jackets. Approved patches are those awarded for various certifications and achievements. Patches shall be provided by the SCDE and affixed to the garment by the Contractor. The Contractor shall not be held liable for maintenance or loss of any patches affixed by SCDE employees; however, prior to replacement of uniforms, the Contractor shall provide a minimum of two weeks' notice to each facility to allow sufficient time for removal of affixed patches. Any patches not removed after notice period shall become property of the Contractor.

Payment Procedures

Payment will be full compensation for all uniform rentals covered under the scope of services in the contract. Payment for this service will be in monthly installments. The Contractor shall request monthly payment by submitting a properly prepared and typed invoice to the applicable SCDE office for review and approval. Invoice accuracy should be verified by the Contractor prior to submission to the SCDE. Invoice errors/discrepancies may cause payment delay. The SCDE reserves the right to withhold payment for services not received. Any charges for items that are not covered under the resulting contract and approved by the SCDE (in advance) will not be paid.

Auxiliary items picked up each week shall be counted and appear on the invoice the following week.

There shall not be any prepayment for any services rendered.

Minimum Delivery

The SCDE understands that the Contractor's cost to deliver uniforms is substantial. The minimum weekly delivery fee for any individual location will be \$30. All uniform rental and lost/replacement charges will count towards this minimum.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (MODIFIED)

After award, all deliveries shall be made and all services provided to the address in Attachment B.

QUALITY -- NEW (JAN 2006)

All items must be new. [03-3060-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

1. The Offeror shall provide samples of emblems with the bid submission. SCDE shall have final approval of all emblems.
2. The Offeror shall provide a sample count sheets with bid submission.
3. The Offeror shall provide a detailed explanation of pick up and counting procedures.
4. The Offeror shall provide the location of uniform cleaning facilities and depots.
5. The Offeror shall provide an explanation of capability to service all locations in South Carolina.
6. The Offeror shall provide replacement and repair procedures.
7. The Offeror shall provide lost/replacement charges for shop towels and floor mats, and uniforms.
8. The Offeror shall provide their standard sizes and their plus/premium sizes.

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL:

<http://osmba.sc.gov/directory.html>

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (c) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (d) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, **and point of contact**. In determining your responsibility, the state may contact and evaluate your proposed subcontractors. [05-5030-2]

VI. AWARD CRITERIA

AWARD CRITERIA -- BEST VALUE BIDS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6025-1]

AWARD TO ONE OFFEROR (JAN 2006)

Award will be made to one Offeror. [06-6040-1]

CALCULATING THE LOW BID

In calculating the Low Bid, all pricing will be taken from the Bidding Schedule as shown in Section VIII of this solicitation. The "Extended Price" will be calculated by multiplying the "Quantity" by the "Unit Price." The Total Bid Price will be the sum total of the "Extended Price" for all line items except Line Items for **Direct Purchase**. These are Information Only Line. These lines will **NOT** be used in bid price evaluation. **The lowest bidder will be determined as the Vendor having the lowest Total Bid Price (without Lines for Direct Purchase). Failure to offer on all line items will result in rejection of the offer.**

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

EVALUATION FACTORS -- BEST VALUE BID (JAN 2006)

Offers will be evaluated using only the factors stated below. Numerical weightings are provided for each evaluation factor. All evaluation factors, other than cost (which must be at least 60%), will be considered prior to determining the effect of cost on the score for each offeror. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6060-1]

Price - 60%

Technical Response - 20%

Qualifications - 20%

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 (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

(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 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.

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. [07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, 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 States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (FEB 2021)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov/>. The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. 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. [07-7A040-1]

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. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause. (c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after Organizational Conflicts of Interest PGI, page 32 award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT and INTEREST (FEB 2021)

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.[07-7A055-4]

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. [07-7A060-1]

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. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by 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. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006)

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. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 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.

[07-7B025-1]

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. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006)

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006)

Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)

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

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

SHIPPING / RISK OF LOSS (JAN 2006)

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

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERM OF CONTRACT -- OPTION TO RENEW (FEB 2021)

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1-year(s), 0-month(s), and 0-day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 120days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

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

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

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

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

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

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

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

[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (MODIFIED)

See Attachment C – Cost Sheet 1

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Attachment A - School Bus Maintenance Shop Location and Contact

Attachment B - School Bus Maintenance Shop and Unform Count

Attachment C – Cost Sheet 1

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 South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: www.dor.sc.gov

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at www.dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: www.dor.sc.gov

[09-9005-5]

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.

[09-9010-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

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: www.procurement.sc.gov (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. [02-2A005-1]

AMENDMENTS TO SOLICITATION (JUN 2017)

The solicitation is amended as provided herein. Information or changes resulting from questions will be shown in a question-and-answer format. All questions received have been reprinted below. The "State's response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential offeror that submitted the question. Questions do not form a part of the contract; the "state's response" does. Any restatement of part or all of an existing provision of the solicitation in an answer does not modify the original provision except as follows: Underlined text is added to the original provision. Stricken text is deleted. [02-2A097-1]

~~SUBMIT OFFER BY (Opening Date/Time): 05/07/2024 11:00 AM EST (See "Deadline for Submission of Offer" provision)~~

~~QUESTIONS MUST BE RECEIVED BY: 03/28/2024 04:00:PM EST (See "Questions from Offerors" provision)~~

SUBMIT OFFER BY (Opening Date/Time): 05/17/2024 11:00 AM EST (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: 05/02/2024 04:00:PM EST (See "Questions from Offerors" provision)

SECTION III SCOPE OF WORK/SPECIFICATIONS

Contractor Requirements

~~The Contractor shall ensure that uniforms are new at the initiation of the resulting contract and for all new or additional SCDE employees.~~

~~The Contractor shall ensure that uniforms used for size changes and replacement uniforms are like new uniforms (bearing no holes, stains, or other visible signs of wear and tear).~~

~~The Contractor must be capable of providing services (outlined herein) for all regions of the State of South Carolina.~~

~~The Contractor shall not add any additional costs and there shall not be any hidden charges including, but not limited to, set up fees, fuel surcharges, re-stocking fees, emblem cost fees, alteration charges, environmental fees, garment maintenance, etc.~~

Uniform Fitting and Sizing

~~Uniforms shall be properly fitted to each individual, including any unusual or unique sizes necessary to ensure comfortable wear. Each employee shall be individually measured and try on sample uniforms. Uniform fitting shall occur with the initiation of the contract, when new or additional employees are added, and upon renewal of contract. Size alterations or exchanges shall be made at any time different size uniforms are needed due to individual's weight change or other conditions that may warrant a change to ensure comfortable wear.~~

~~Standard Sizes will be S-3XL for shirts, jackets, and T-shirts. Standard pant sizes will be up to a 50-inch waist.~~

~~The Contractor shall have four (4) weeks after final award to complete the fitting and sizing of SCDE employees utilizing the resulting contract.~~

Initial Uniform Delivery

~~After initial fitting and sizing, the Contractor shall be given four (4) weeks for the Contractor to make initial delivery of all uniforms (to allow time for ordering, cleaning, and delivery).~~

Uniform Pickup and Delivery

The pickup and delivery dates will be coordinated with the SCDE in each area. The delivery day will be the same every week. The SCDE shall be notified in writing two weeks prior to any change to the delivery schedule. All deliveries shall be made between 8 a.m. and 4 p.m., Monday through Friday.

At the time of pick up and delivery, the Contractor shall perform an individual count of uniforms collected and provide documentation to the SCDE. A copy of the documentation shall be matched with the delivery count the following week. Any uniforms lost by the Contractor shall be replaced by the Contractor at no cost. The Contractor shall be responsible for identifying each garment and ensuring that it is returned to the SCDE employee.—

All uniforms shall have a strip of laundry tape on the inside collar with the agency employee's last name. In addition, the Contractor may choose to use a bar coding system to identify the employee. **All uniform shirts shall also have some sort of reflective stripe on the sleeves for safety measures of visibility.** All SCDE employees should be able to identify their own uniforms. The original service date of the uniform shall be identifiable.—

The SCDE will notify the Contractor of SCDE employees that no longer work for the SCDE. The SCDE will be responsible for unreturned uniforms from individuals that are no longer SCDE employees.—

The Contractor shall not charge a SCDE employee on an extended sick, vacation, or other leave of more than three (3) weeks. If the SCDE employee will be gone for an extended leave, the SCDE will notify the Contractor and return all of the SCDE employee's uniforms to the Contractor.

SECTION III SCOPE OF WORK/SPECIFICATIONS

A. Contractor Requirements

- a. The Contractor shall ensure that uniforms are new at the initiation of the resulting contract and for all new or additional SCDE employees.
- b. The Contractor shall ensure that uniforms used for size changes and replacement uniforms are like new uniforms (bearing no holes, stains, or other visible signs of wear and tear).
- c. The Contractor must be capable of providing services (outlined herein) for all regions of the State of South Carolina.
- d. The Contractor shall not add any additional costs and there shall not be any hidden charges including, but not limited to, set-up fees, fuel surcharges, re-stocking fees, emblem cost fees, alteration charges, environmental fees, garment maintenance, etc.
- e. **Contractor shall provide an updated inventory and measurements for each site during the term of the contract. This record must include the count of uniforms delivered to each site, the number of uniforms picked up, and a quarterly count of missing or damaged uniforms.**

A.1 Initial Uniform Delivery

The Contractor shall have four (4) weeks after final award to complete the fitting and sizing of SCDE employees utilizing the resulting contract. **The initial fitting shall be completed with all areas by July 12, 2024.**

The Contractor shall provide a count of all uniform measurements on site (which must be verified by a designated SCDE representative) within five (5) business days following the initial fitting. After the completion of the initial fitting and sizing, the Contractor shall be given four (4) additional weeks for the Contractor to make initial delivery of all uniforms (to allow time for ordering, cleaning, and delivery). **The initial delivery must be complete by the end of business August 16, 2024**

A.2 Uniform Fitting and Sizing

1. Uniforms shall be properly fitted to each individual, including any unusual or unique sizes necessary to ensure comfortable wear. Each employee shall be individually measured and try on sample uniforms. Uniform fitting shall occur with the initiation of the contract, when new or additional employees are added, and upon renewal of contract. Size alterations or exchanges shall be made at any time different size uniforms are needed due to individual's weight change or other conditions that may warrant a change to ensure comfortable wear.

2. Standard Sizes will be S-3XL for shirts, jackets, and T-shirts. Standard pant sizes will be up to a 50-inch waist.

A.3 Uniform Pickup and Delivery

The pickup and delivery dates will be coordinated with the SCDE in each area. The delivery day will be the same every week. The SCDE shall be notified in writing two weeks prior to any change to the delivery schedule. All deliveries shall be made between 8 a.m. and 4 p.m., Monday through Friday.

At the time of pick-up and delivery, the Contractor shall perform an individual count of uniforms collected and provide documentation to the SCDE. A copy of the documentation shall be matched with the delivery count the following week. Any uniforms lost by the Contractor shall be replaced by the Contractor at no cost. The Contractor shall be responsible for identifying each garment and ensuring that it is returned to the SCDE employee.

All uniforms shall have a strip of laundry tape on the inside collar with the agency employee's last name. In addition, the Contractor may choose to use a bar coding system to identify the employee. **All uniform shirts shall also have some sort of reflective stripe on the sleeves for safety measures of visibility.** All SCDE employees should be able to identify their own uniforms. The original service date of the uniform shall be identifiable.

The SCDE will notify the Contractor of SCDE employees that no longer work for the SCDE. The SCDE will be responsible for unreturned uniforms from individuals that are no longer SCDE employees.

The Contractor shall not charge a SCDE employee on an extended sick, vacation, or other leave of more than three (3) weeks. If the SCDE employee will be gone for an extended leave, the SCDE will notify the Contractor and return all of the SCDE employee's uniforms to the Contractor.

SECTION VIII. BIDDING SCHEDULE/PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	11.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Uniform Shirts				
Tendering Text: 11 each long or short sleeve shirts. (Quantity based on number of uniform sets x Technician and Foremen 389 Total Individuals)				
Internal Item Number: 1				
=				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	11.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Uniform Pants				
Tendering Text: 11 each Pants (Quantity based on number of uniforms sets x Technician and Foremen 389 Total Individuals)				
Internal Item Number: 2				
=				
Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	2.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Uniform Jackets				

Tendering Text: 2 each Jackets (Quantity based on number of uniform sets x Technician ad Foremen – 389 Total-Individuals)

Internal Item Number: 3

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	2.000	each	=	=

Product Catg.: 20085 – Uniforms Blended Fabric

Item Description: Caps – Estimated Quantity

Tendering Text: 2 each Caps (Quantity based on number of uniform sets x Technician and Foremen – 389 Total-Individuals)

Internal Item Number: 4

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	778.000	each	=	=

Product Catg.: 20085 – Uniforms Blended Fabric

Item Description: Seasonal Change-out Charge

Tendering Text: Charge for exchanging short sleeve shirts for long sleeve shirts in October and vice versa in April.

Internal Item Number: 8

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0009	684.000	each	=	=

Product Catg.: 20085 – Uniforms Blended Fabric

Item Description: Coveralls

Tendering Text: 342 Technicians x 2 per = 684 annually

Internal Item Number: 9

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0011	355680.000	each	=	=

Product Catg.: 20085 – Uniforms Blended Fabric

Item Description: Shop Rags

Tendering Text: 20 per Technician, per week = 6,840 per week

Internal Item Number: 11

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0012	7020.000	each	=	=

Product Catg.: 20085 – Uniforms Blended Fabric

Item Description: Floor Mats 3" x 5"

Tendering Text: Floor Mats (3 per shop), 135 per week, various sizes

Internal Item Number: 12

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-0013-	7020.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Floor Mats 4" x 6"				
Tendering Text: Floor Mats (3 per shop), 135 per week, various sizes				
Internal Item Number: 13				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-0014-	7020.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Floor Mats 3" x 10"				
Tendering Text: Floor Mats (3 per shop), 135 per week				
Internal Item Number: 14				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-0015-	11.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Plus Size Fee Shirts over 3XL				
Tendering Text: Plus Size Fee, additional rental fee per garment				
Internal Item Number: 15				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-0016-	11.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Plus Size Fee Pants over 3XL				
Tendering Text: Plus Size Fee, additional rental fee per garment				
Internal Item Number: 16				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
-0017-	11.000	each	=	=
Product Catg.: 20085 Uniforms Blended Fabric				
Item Description: Plus Size Fee Jackets over 3XL				
Tendering Text: Plus Size Fee, additional rental fee per garment				
Internal Item Number: 17				

Line Number	Quantity	Unit of Measure	Catalog % Discount
-0018-	1.000	Percentage	≡
Product Catg.: 20085 Uniforms Blended Fabric			
Item Description: Shop Coats (Direct Purchase)			
Tendering Text: This is Information Only. This line will NOT be used in bid price evaluation.			

Internal Item Number: ~~21~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0019	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: ~~Dress Shirts~~ (Direct Purchase)

Tendering Text: ~~This is Information Only. This line will NOT be used in bid price evaluation.~~

Internal Item Number: ~~22~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0020	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: ~~Twill Shirt~~ (Direct Purchase)

Tendering Text: ~~This is Information Only. This line will NOT be used in bid price evaluation.~~

Internal Item Number: ~~23~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0021	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: ~~Pants~~ (Direct Purchase)

Tendering Text: ~~This is Information Only. This line will NOT be used in bid price evaluation.~~

Internal Item Number: ~~24~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0022	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: ~~T Shirts~~ (Direct Purchase)

Tendering Text: ~~This is Information Only. This line will NOT be used in bid price evaluation.~~

Internal Item Number: ~~25~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0023	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: ~~Coveralls~~ (Direct Purchase)

Tendering Text: ~~This is Information Only. This line will NOT be used in bid price evaluation.~~

Internal Item Number: ~~26~~

Line Number	Quantity	Unit of Measure	Catalog % Discount
0024	1.000	Percentage	≡

Product Catg.: ~~20085~~ Uniforms Blended Fabric

Item Description: Boots (Direct Purchase)			
Tendering Text: This is Information Only. This line will NOT be used in bid price evaluation.			
Internal Item Number: 27			
Line Number	Quantity	Unit of Measure	Catalog % Discount
-0025-	1.000	Percentage	≡
Product Catg.: 20085 Uniforms Blended Fabric			
Item Description: Hats (Direct Purchase)			
Tendering Text: This is Information Only. This line will NOT be used in bid price evaluation.			
Internal Item Number: 28			

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (MODIFIED)

See Attachment C – Cost Sheet 1

Questions for Solicitation 5400026615 Uniform Rentals

- To Clarify the below paragraph on Page 25. No Additional Terms can be added to the contract in the form of a Purchase Order, is that correct?

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED)

(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 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, i.e., (i) through (iii) of the preceding sentence, 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.

STATE RESPONSE: Yes, that is correct.

2. Reference Page 28, If additional terms are presented to the vendor in the form of a Purchase Order, may the Contractor reject the Purchase Order?
We understand the State may not be able to add the redlines to the specific paragraph below, however, may it be added to an Addendum – Record of Negotiation upon final award?

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. [07-7A065-1] Any pre-printed terms and conditions contained in the body or on the reverse side of any purchase order will not be applicable and shall be disregarded and deemed excluded and are hereby rejected. Contractor shall be permitted to reject purchase orders which include additional or different terms and conditions than those contained in this Agreement. I

STATE RESPONSE: Please see the term called Contract Documents and Order of Precedence (Modified) in Section VIIA.

3. Due to the nature of the garment selected, may the Contractor add the following to an Addendum – Record of Negotiation as part of the final award?

For enhanced visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied meet the specifications set forth in this Agreement. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments. Further, Customer releases Company from any and all liability that results or may result from the use of the garments.

STATE RESPONSE: No.

4. Bid Schedule VIII. Line 15,16, and 17 – Would SCDE consider removing the definition of 3XL and utilize the following; Size Premium Charge for extended sizes to include, but not limited to 3XL, 42W+, XLong Sleeve, XLong Tail, Tall, etc).

Reason, a Medium shirt can still be requested in a Tall, requiring xlong sleeves and xlong tail and incur a size premium charge.

STATE RESPONSE: Yes, please see the updated bidding schedule and cost sheet (Attachment C)

ALL OTHER TERMS, CONDITIONS, BIDDING INSTRUCTIONS, AND SPECIFICATIONS REMAIN UNCHANGED. IF THERE ARE ANY QUESTIONS OR IF ANY CONFUSION OR UNCERTAINTY ARISES AS A RESULT OF THIS AMENDMENT, IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO CONTACT THE PROCUREMENT OFFICER FOR CLARIFICATION. CONTACT INFORMATION CAN BE FOUND IN THE TOP RIGHT HAND CORNER OF THE COVER PAGE OF THIS AMENDMENT. REFERENCE THE “DUTY TO INQUIRE” CLAUSE IN THE ORIGINAL INVITATION FOR BID.

Exhibit C

Memo for Record

Determination of a Non-Responsive Offer

Solicitation # 5400026615

SCDE UNIFORMS RE-SOLICIT for SC Department of Education Admin

Offer Submitted By: Unifirst Corporation

The following excerpts are from the solicitation document and amendments relevant to the Determination of Non-Responsiveness:

Solicitation No. 5400026615, dated 03/12/2024, on page 09, Part IIA, states (with emphasis added):

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]

In Section IV, INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED), page 21:

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

1. The Offeror shall provide samples of emblems with the bid submission. SCDE shall have final approval of all emblems.
2. The Offeror shall provide a sample count sheets with bid submission.
3. The Offeror shall provide a detailed explanation of pick up and counting procedures.
4. The Offeror shall provide the location of uniform cleaning facilities and depots.
5. The Offeror shall provide an explanation of capability to service all locations in South Carolina.
6. The Offeror shall provide replacement and repair procedures.
7. The Offeror shall provide lost/replacement charges for shop towels and floor mats, and uniforms.
8. The Offeror shall provide their standard sizes and their plus/premium sizes.

In Section V, QUALIFICATIONS – REQUIRED INFORMATION (MODIFIED), page 23:

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) The general history and experience of the business in providing work of similar size and scope.
- (b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (c) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (d) List of failed projects, suspensions, debarments, and significant litigation.

In reviewing the bid submitted by UNIFIRST, the Offeror failed to provide to a technical proposal which include the required and mandatory information.

The solicitation is clear that any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive.

Due to Unifirst's failure to conform to provided the required information and per South Carolina Regulation 19-445.2070(C), Unifirst is deemed non-responsive.

BMCCAIN

Bryanna McCain
Procurement Officer

Exhibit D

STATE OF SOUTH CAROLINA
SFAA, DIV. OF PROCUREMENT SERVICES
1201 MAIN STREET, SUITE 600
COLUMBIA SC 29201

Intent to Award

Posting Date: June 21, 2024

Solicitation: 5400026615
Description: SCDE UNIFORMS RE-SOLICIT
Agency: SC Department of Education Admin

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **July 3, 2024**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

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

Contract Number: 4400034912
Awarded To: CINTAS CORPORATION (7000078053)
1003 TWIN CREEKS CT.
DURHAM NC 27703

Maximum Contract Period: July 03, 2024 through July 02, 2029

Item	Description	Unit Price
00009	Gray Industrial Work Shirts	\$ 0.45 per shirt
00010	Navy Blue Industrial Work Shirts	\$ 0.45 per shirt
00011	Navy Blue Industrial Work Pants	\$ 0.21 per item
00012	Navy Blue Work Jacket	\$ 0.74 per item
00013	Navy Blue Coveralls	\$ 0.41 per item
00014	Floor Mats	\$ 5.85 per item
00015	Shop Rags	\$ 0.08 per mat

Procurement Officer
BRYANNA MCCAIN